

UNITED STATES OF AMERICA NATIONAL LABOR RELATIONS BOARD		DO NOT WRITE IN THIS SPACE	
CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS		Case	Date filed
		18-CB-201563	June 29, 2017
INSTRUCTIONS: File an original of this charge with the NLRB Regional Director of the region in which the alleged unfair labor practice occurred or is occurring.			
1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 120		b. Union Representative to Contact	
c. Address 9422 ULYSSES STREET NE, #120, BLAINE, MN 55434-3573		d. Tel. No. (763)267-6120	e. Cell No.
		f. Fax No. (763)267-6121	g. e-Mail
h. The above-named labor organization or its agents have engaged in and are engaging in unfair labor practices within the meaning of section 8(b), subsection 1(A) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)			
Within the past six months, the above-captioned labor organization has failed its duty of fair representation by refusing to arbitrate the grievance of (b) (6), (b) (7)(C) regarding (b) (6), (b) (7)(C) 2017 termination.			
3. Name of Employer GOPHER RESOURCE		4a. Tel. No.	4b. Cell No.
		4c. Fax No.	4d. e-Mail
5. Location of Plant Involved (street, city, state, and ZIP code) 685 Yankee Doodle Rd, Eagan, MN 55121		6. Employer representative to contact Alison Hoffman Human Resources Generalist	
7. Type of Establishment (factory, mine, wholesaler) Recycling facility	8. Principal product or service Recycling services	9. Number of Workers employed	
10. Full name of party filing charge (b) (6), (b) (7)(C)		11a. Tel. No.	11b. Cell No. (b) (6), (b) (7)(C)
		11c. Fax No.	11d. e-Mail (b) (6), (b) (7)(C)
11. Address of party filing charge (street, city, state, and ZIP code) (b) (6), (b) (7)(C)			
12. DECLARATION			
I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.			
By (b) (6), (b) (7)(C)		Tel No.	
(signature of representative) (b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)	
		Print/type name and title or office, if any	
Address: (b) (6), (b) (7)(C)		Date: 6/29/2017	Cell No. (b) (6), (b) (7)(C)
		Fax No.	e-Mail (b) (6), (b) (7)(C)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
 PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

(b) (6), (b) (7)(C)

NxGen Allegations Sheet – CB Cases

Case Name: Intl. Brotherhood of Teamsters Local 120

Case Number: 18-CB-201563

Agent: Freeberg

Impact Analysis Category 1

Amended A = Add allegations R = Amend out

Bargaining Status: None ☐ Existing Contract ☒ Organizational Campaign

Seeking Initial Contract ☐ Seeking Successor Contract ☐

Use backpay paragraph? Yes ☐ No ☒

Assistance in Spanish required? Yes ☐ No ☒

I.O. Charge? Yes ☒ No ☐

10(j) requested? Yes ☐ No ☒

Blocking R case? Yes ☐ No ☒

Case Blocked ☐

8(b)(1)(A)

<input type="checkbox"/>	Coercion, Including Statements and Violence
<input type="checkbox"/>	Denial of Access
<input type="checkbox"/>	Discipline (Including Charges/Fines)/Harassment
<input checked="" type="checkbox"/>	Duty of Fair Representation, Including Superseniority, Denial of Access
<input type="checkbox"/>	Hiring Halls
<input type="checkbox"/>	Picketing/Strike Actions
<input type="checkbox"/>	Rules: Coercive
<input type="checkbox"/>	Union Dues and/or Membership Related (including excessive fees)

8(b)(1)(B)

<input type="checkbox"/>	Fund Contribution Related
<input type="checkbox"/>	Lawsuits
<input type="checkbox"/>	Other Allegations
<input type="checkbox"/>	Statements/Threats/Violence

8(b)(2) Number of Discriminatees

<input type="checkbox"/>	Hiring Hall Related
<input type="checkbox"/>	Lawsuits
<input type="checkbox"/>	Union Security Related Actions
<input type="checkbox"/>	Causing Employer to Discriminate/Retaliate

8(b)(3)

<input type="checkbox"/>	Failure to Sign Agreement
<input type="checkbox"/>	Refusal to Bargain/Bad Faith or Surface Bargaining
<input type="checkbox"/>	Refusal to Furnish Information
<input type="checkbox"/>	Repudiation/Modification of Contract

8(b)(5)

<input type="checkbox"/>	All Allegations
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8(b)(6)

<input type="checkbox"/>	All Allegations
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UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 18
Federal Office Building
212 Third Avenue South, Suite 200
Minneapolis, MN 55401-2657

Agency Website: www.nlrb.gov
Telephone: (612)348-1757
Fax: (612)348-1785



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June 29, 2017

ALISON HOFFMAN, HUMAN RESOURCES GENERALIST
GOPHER RESOURCE
685 YANKEE DOODLE RD
EAGAN, MN 55121

Re: IBT 120 (GOPHER RESOURCE)
Case 18-CB-201563

Dear Ms. Hoffman:

Enclosed is a copy of a charge that has been filed in this case. Although this charge is not filed against you, it is necessary for us to obtain information from you to determine whether we have jurisdiction over this case. In the future we may also need to obtain evidence from you concerning the merits of the charge. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Examiner MARTHA C. FREEBERG whose telephone number is (952)703-2879. If this Board agent is not available, you may contact Supervisory Attorney ASHOK C. BOKDE whose telephone number is (952)703-2894.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlrb.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

If, during the investigation of this matter, the Board agent asks for evidence, I strongly urge you or your representative to promptly present all evidence relevant to the investigation. In this way, the case may be fully investigated more quickly.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at a hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. On all your correspondence regarding the charge, please include the case name and number indicated above.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures*, offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jennifer Hadsall", is written over a light gray rectangular background.

JENNIFER A. HADSALL
Regional Director

Enclosures

1. Copy of Charge
2. Commerce Questionnaire

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

CASE NUMBER

18-CB-201563

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)**2. TYPE OF ENTITY**☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)**3. IF A CORPORATION or LLC**A. STATE OF INCORPORATION
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS**5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR****6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).****7. A. PRINCIPAL LOCATION:****B. BRANCH LOCATIONS:****8. NUMBER OF PEOPLE PRESENTLY EMPLOYED**

A. Total:

B. At the address involved in this matter:

9. DURING THE MOST RECENT (Check appropriate box): ☐ CALENDAR YR ☐ 12 MONTHS or ☐ FISCAL YR (FY dates)

YES NO

A. Did you **provide services** valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.
\$B. If you answered no to 9A, did you **provide services** valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.
\$C. If you answered no to 9A and 9B, did you **provide services** valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$E. If you answered no to 9D, did you **sell goods** valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.
\$F. Did you **purchase and receive goods** valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$G. Did you **purchase and receive goods** valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$H. **Gross Revenues** from all sales or performance of services (Check the largest amount)
☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000 or more If less than \$100,000, indicate amount.I. Did you **begin operations within the last 12 months**? If yes, specify date: _____**10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?**☐ YES ☐ NO (If yes, name and address of association or group).**11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS**

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

PRIVACY ACT STATEMENT

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UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

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Federal Office Building
212 Third Avenue South, Suite 200
Minneapolis, MN 55401-2657

Agency Website: www.nlr.gov
Telephone: (612)348-1757
Fax: (612)348-1785



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June 29, 2017

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 120
9422 ULYSSES STREET NE, #120
BLAINE, MN 55434-3573

Re: IBT 120 (GOPHER RESOURCE)
Case 18-CB-201563

Dear Sir or Madam:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Examiner MARTHA C. FREEBERG whose telephone number is (952)703-2879. If this Board agent is not available, you may contact Supervisory Attorney ASHOK C. BOKDE whose telephone number is (952)703-2894.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be

considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

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We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jennifer Hadsall", written in a cursive style.

JENNIFER A. HADSALL
Regional Director

Enclosure: Copy of Charge

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

IBT 120 (GOPHER RESOURCE)

Charged Party

and

(b) (6), (b) (7)(C)

Charging Party

Case 18-CB-201563

AFFIDAVIT OF SERVICE OF CHARGE AGAINST LABOR ORGANIZATION

I, the undersigned employee of the National Labor Relations Board, state under oath that on June 29, 2017, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS LOCAL 120
9422 ULYSSES STREET NE, #120
BLAINE, MN 55434-3573

June 29, 2017

Date

Shane Hose, Designated Agent of NLRB

Name

/s/ Shane Hose

Signature



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 18
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212 Third Avenue South, Suite 200
Minneapolis, MN 55401-2657

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Telephone: (612)348-1757
Fax: (612)348-1785



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June 29, 2017

(b) (6), (b) (7)(C)

Re: IBT 120 (GOPHER RESOURCE)
Case 18-CB-201563

Dear (b) (6), (b) (7)(C)

The charge that you filed in this case on June 29, 2017 has been docketed as case number 18-CB-201563. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Examiner MARTHA C. FREEBERG whose telephone number is (952)703-2879. If this Board agent is not available, you may contact Supervisory Attorney ASHOK C. BOKDE whose telephone number is (952)703-2894.

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Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website www.nlrb.gov. However, the Agency will continue

to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website www.nlr.gov or from the Regional Office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jennifer Hadsall", written in a cursive style.

JENNIFER A. HADSALL
Regional Director

From: [Freeberg, Martha](#)
To: [REDACTED]
Subject: Teamsters 120 (Gopher Resource), 18-CB-201563
Date: Monday, July 10, 2017 2:28:00 PM

[REDACTED]

This is to confirm our affidavit appointment at the Regional Office on **Wednesday, July 19 at 10:00 a.m.** The office address is 212 S. 3rd Ave, Suite 200, downtown Minneapolis.

Thank you in advance for forwarding me the email from the Union, and for bringing to the appointment on the 19th the documents we discussed (a copy of your termination letter and any other documents related to your termination or the grievance process).

Regards,
Martha

[Martha C. Freeberg, Field Examiner](#)
National Labor Relations Board, Region 18
212 South Third Ave, Suite 200
Minneapolis, MN 55401
(952)703-2879 (***NEW*** Office Direct)
(202)674-7329 (***NEW*** Cell Phone)
(612)348-1785 (Office Fax)
www.nlrb.gov

Dubuque, IA Office
195 East 14th Street
Dubuque, IA 52001-4909
Phone 563-583-9149
Fax 563-583-6488

Des Moines, IA Office
195 East 14th Street
Dubuque, IA 52001-4909
Phone 563-583-9149
Fax 563-583-6488

Teamsters Local Union No. 120

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS
TEAMSTERS JOINT COUNCIL NO. 32

Main Office
9422 Ulysses Street NE • Suite 120 • Blaine, Minnesota 55434
Phone 763-267-6120 • Fax 763-267-6121
Toll Free 877-832-6787
www.teamsterslocal120.org

North Dakota Office
1114 Main Ave., Suite A
Fargo, ND 58103
Phone 701-365-4070
Fax 701-365-4071

South Dakota Office
105 N. Conklin Avenue
Sioux Falls, SD 57103
Phone 605-336-7499
Fax 605-336-7504

TOM ERICKSON
President

BILL WEDEBRAND
Secretary Treasurer

JOHN ROSENTHAL
Vice President

JOE BATTAGLIA
Recording Secretary

(b) (6), (b) (7)(C) 2017

(b) (6), (b) (7)(C)

Re: (b) (6), (b) (7)(C) / Grievance (b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C)

Your above referenced grievance was heard on (b) (6), (b) (7)(C) 2017 at the Joint Committee step of the grievance procedure. The committee's decision was to deny the grievance. That decision is final and binding and no further appeal is available.

If you have any questions please contact me at (b) (6), (b) (7)(C)

Fraternally,

TEAMSTERS LOCAL UNION No. 120

(b) (6), (b) (7)(C)

DR:sir/CPEIU#12

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

International Brotherhood of Teamsters Local 120

and

Gopher Resource

CASE 18-CB-201563

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____

Gopher Resource

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Richard W. Pins and Matthew C. Tews, Stinson Leonard Street

MAILING ADDRESS: 150 South 5th Street, Suite 2300, Minneapolis, MN 55402

E-MAIL ADDRESS: richard.pins@stinson.com; matthew.tews@stinson.com

OFFICE TELEPHONE NUMBER: 613-335-7007; 612-335-1520

CELL PHONE NUMBER: 612-965-1805; 651-470-0153 FAX: 612-335-1657

SIGNATURE:

Matthew Tews

DATE:

(Please sign in ink.)

7/12/2017

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.



Grievance G (b) (6), (b) (7)(C)
RE: Termination of Employment

Grievant: (b) (6), (b) (7)(C) (seniority date (b) (6), (b) (7)(C))

Union Representatives: (b) (6), (b) (7)(C)

Company Representatives: (b) (6), (b) (7)(C)

Other Attendees: (b) (6), (b) (7)(C)

1) COMPANY – STATEMENT OF FACTS

Current Level of Discipline (Pending Grievance): **Termination of Employment**

- On (b) (6), (b) (7)(C) 2017 around 10:48PM, (b) (6), (b) (7)(C) was operating a forklift on the RMPC dock unloading a trailer. As (b) (6), (b) (7)(C) was backing out of the trailer, the way that (b) (6), (b) (7)(C) usually backs out was blocked by another forklift, so (b) (6), (b) (7)(C) drove back into the trailer and backed out the other way. Once (b) (6), (b) (7)(C) backed out (b) (6), (b) (7)(C) cranked the wheel to the left and turned the forklift towards the pallet dumper. As (b) (6), (b) (7)(C) was completing (b) (6), (b) (7)(C) turn, the front left corner of the load the forklift was carrying came into contact with a fellow employee, (b) (6), (b) (7)(C), causing (b) (6), (b) (7)(C) to lose (b) (6), (b) (7)(C) balance (SEE VIDEO FOOTAGE #1)
- (b) (6), (b) (7)(C) was suspended pending investigation on (b) (6), (b) (7)(C) /17 (SEE PAGE 2)
- (b) (6), (b) (7)(C) was given an opportunity to give (b) (6), (b) (7)(C) own statement in the investigation. In (b) (6), (b) (7)(C) statement (b) (6), (b) (7)(C) acknowledged (b) (6), (b) (7)(C) mistake and admitted (b) (6), (b) (7)(C) should have been more aware of (b) (6), (b) (7)(C) surroundings (SEE PAGES 3-4)
- Upon completion of the investigation, the findings were submitted to the Safety Review Board on 4/6/17. Upon review, the Safety Review Board concluded that (b) (6), (b) (7)(C) conduct represented a serious violation of Gopher Resource's Cardinal Rules Policy that prohibits "unauthorized use of a motorized vehicle (including but not limited to: forklift, aerial lift, loader, sweeper, water truck, etc.) or operating mobile equipment in a manner that endangers one's self or others." As a result, (b) (6), (b) (7)(C) employment was terminated, effective (b) (6), (b) (7)(C) /17 (SEE PAGE 5)
- According to the Cardinal Environmental Health and Safety Rules policy: "The Cardinal EH&S Rules are a set of rules that are to be enforced in every location and operation wherever we do business. The prohibited or restricted actions addressed by the policy are considered to have such great potential for injury, death, or environmental harm that any employee who engages in such actions should expect that he/she will be subject to immediate discharge." (SEE PAGES 6-7)
- This is not the first incident of unsafe operation of mobile equipment from (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) has had at least two other serious mobile equipment incidents during (b) (6), (b) (7)(C) employment that put the safety of other employees at risk while driving forklift (SEE PAGES 8-10):
 - 09/04/15 – (b) (6), (b) (7)(C) was driving a forklift at a high speed near Kettle 9 where two employees were standing, and almost hit one of them because (b) (6), (b) (7)(C) didn't slow down (SEE VIDEO #2)
 - 02/05/16 – (b) (6), (b) (7)(C) was backing up a forklift near the bander cage and ran into a parked forklift behind (b) (6), (b) (7)(C) and bumped another employee who was standing between the forks (SEE VIDEO #3)
- (b) (6), (b) (7)(C) has been fully trained on safe forklift operation, including several re-trainings following (b) (6), (b) (7)(C) previous near miss incidents as well:

06/25/15	Forklift Operation Basics
09/12/15	Forklift Skills: Retraining after (b) (6), (b) (7)(C) /15 Incident
02/09/16	Forklift Skills: Retraining after (b) (6), (b) (7)(C) /16
02/19/16	Forklift Departmental Driving Skills- Refining
06/25/16	Forklift Skills
07/29/16	Forklift Departmental Driving Skills- RMPC

line 22, 15

**TEAMSTERS LOCAL UNION NO. 120****GRIEVANCE FORM**

Number: G (b) (6), (b) (7)(C)

GRIEVANT INFORMATION

First: (b) (6), (b) (7)(C) Last: (b) (6), (b) (7)(C) Phone: (b) (6), (b) (7)(C)
Address: (b) (6), (b) (7)(C) City: (b) (6), (b) (7)(C) State: (b) (6), (b) (7)(C) Zip: (b) (6), (b) (7)(C)
Crew/Shift: Email:

COMPANY INFORMATION

Company: Gopher Contact: (b) (6), (b) (7)(C)
Address: 2900 Lone Oak Pkwy #140 City: Eagan State: MN Zip: 55121
Fax/email: (b) (6), (b) (7)(C) Steward: (b) (6), (b) (7)(C) Date Filed: (b) (6), (b) (7)(C) /17

COMPLAINT DETAILS

The Company violated the contract when I was terminated on (b) (6), (b) (7)(C), 2017. Violation of Article 7 of the CBA and any/all other applicable articles and/or pertinent information.

REQUESTED REMEDY

Requesting immediate reinstatement with all back pay, seniority, and all other contractual benefits.
More evidence to be provided at time of hearing.

Member's Signature: (b) (6), (b) (7)(C)

GRIEVANCE OUTCOME

Complaint Taken By: office (b) (6)

Date: (b) (6), (b) (7)(C) /17

Agent Name: (b) (6), (b) (7)(C)

Date: (b) (6), (b) (7)(C) /17

HAND DELIVERED BY (b) (6), (b) (7)(C) 17

SCANNED
(b) (6), (b) (7)(C) 17

(b) (6), (b) (7)(C) 2017



(b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C)

On (b) (6), (b) (7)(C) 17, you were involved in a mobile equipment incident in which the forklift under your operation struck a fellow employee.

Per Company policy: "Unauthorized use of a motorized vehicle (including but not limited to: forklift, aerial lift, loader, sweeper, water truck, etc.) or operating mobile equipment in a manner that endangers one's self or others" is considered a Cardinal Rule violation, and any employee who violates this policy is subject to disciplinary action, up to and including termination of employment.

In an effort to maintain workplace safety and the integrity of the investigation, your employment has been suspended pending investigation, in accordance with the Cardinal Rules investigation procedure. You are not to report for any scheduled or unscheduled shifts until further notice.

We attempted to contact you via telephone on (b) (6), (b) (7)(C) /2017 to conduct an investigatory interview, but we were unable to reach you. I will follow up with you again on Wednesday, (b) (6), (b) (7)(C), 2017 to get your formal statement.

If you have any additional questions, please contact me at (b) (6), (b) (7)(C).

Sincerely,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Employee: (b) (6), (b) (7)(C)

Discussion Date: (b) (6), (b) (7)(C)/17

Representative: (b) (6), (b) (7)(C)

Incident Date: (b) (6), (b) (7)(C)/17

Others Present:

RE: EMPLOYEE STATEMENT: Mobile Equipment Incident (b) (6), (b) (7)(C)/17

(DISCUSSION VIA PHONE CALL at 10:33AM)

(b) (6): We are conducting an investigation of the mobile equipment incident that occurred on (b) (6), (b) (7)(C)/17 and whether your conduct constituted a violation of the Cardinal Rule prohibiting driving mobile equipment in a manner that endangers yourself or another employee. Are you familiar with that policy?

(b) (6): Yes ma'am.

(b) (6): Can you walk us through what happened that night?

(b) (6): It was a normal day. I was on the dock on the forklift unloading a trailer. I backed up, and the side I regularly back up to had a forklift blocking it so I had to pull back in to back up the other way. (b) (6), (b) (7)(C) was behind me and I kind of bumped (b) (6), (b) (7)(C). I wasn't speeding or anything, it happened so quickly I can't really give a clear picture. I made sure (b) (6), (b) (7)(C) was okay and immediately went to go tell supervisor what happened. (b) (6), (b) (7)(C) tried to convince me not to. But I know from before that reporting is really important to you guys and I don't want to mess with that, I wanted to make sure I told someone.

(b) (6): Did you see (b) (6), (b) (7)(C) standing there?

(b) (6): I did not. I was in the zone, I should have been more careful and aware. I have no one to blame but myself. You gotta know your environment and I know that when you're driving on those metal plates its lifted up a little bit, so no matter what its going to roll when you drive off. I've been complaining about those plates forever, but I don't want to play the blame game. I knew the plates were there and I should have been more careful.

(b) (6): How do plates affect you?

(b) (6): It just causes a little bump when you drive off them cause they're uneven. Even if you press on the brakes, [the forklift] will still roll a little cause its uneven. But I know that, you just have to be cautious.

(b) (6): Did you have your seat belt on while you were driving on the forklift?

(b) (6): Yes ma'am. I always wear my seatbelt. I know that from a while back when I had a supervisor tell me I should always have it on anytime I'm on the forklift, even if it isn't moving. So now I make sure I always have my seatbelt on no matter what.

(b) (6): Was this your first pallet you had grabbed from trailer?

(b) (6): No I think I was about 3-4 pallets in

(b) (6): Had you had an issues unloading the previous ones?

(b) (6): No, no issues

(b) (6): Is that the night we were bringing batteries from warehouse over?

(b) (6): Yes it was

(b) (6): Was (b) (6), (b) (7)(C) taking pallets out too?

(b) (6): I think (b) (6), (b) (7)(C) was in a different trailer but I'm not sure there was a lot going on, I can't really pinpoint it and we run around and are all over the place.

(b) (6): Do you think it still would have happened if slower?

(b) (6): I really wasn't going that fast. But I should have blown my horn and been more conscious, looked up more. It all happened so quickly, I just don't know. But I was going pretty slow.



Employee Discussion Notes

(b) (6): What was it that actually hit (b) (6), (b) (7)(C) when you bumped (b) (6), (b) (7)(C)?

(b) (6): Um I would say I think the right back side of the fork truck? I'm not really sure but that is what I think

(b) (6): So you were backing up when you hit (b) (6), (b) (7)(C)?

(b) (6): Yes I believe so. It was just so fast, I wish I knew for sure.

(b) (6): Was (b) (6), (b) (7)(C) standing where (b) (6) usually stands?

(b) (6): Um. No (b) (6) wasn't. (b) (6) was all over the place that day (b) (6), (b) (7)(C) kept saying (b) (6) was tired. You know what its like, it's slow motion with (b) (6), (b) (7)(C) sometimes.

(b) (6): What do you mean by that?

(b) (6): You know, (b) (6), (b) (7)(C) working other jobs too and overworks (b) (6), (b) (7)(C), and so (b) (6), (b) (7)(C) but I can't blame (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) got a lot going on.

(b) (6): Who else was on the dock that day?

(b) (6), (b) (6), (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C)

(b) (6): Is it typically the three of you that work together?

(b) (6): Yes ma'am

(b) (6): Would you say that you guys work well together?

(b) (6): Yes we do. We all have our days that are difficult, but we're all cool. We know what's up.

(b) (6): Were you upset with (b) (6), (b) (7)(C) for anything that night?

(b) (6): No, there was nothing going on between me and (b) (6), (b) (7)(C) that night. We have our moments and we have our days, nobody is perfect. I'm just very upset about the situation and that it happened. I know (b) (6), (b) (7)(C) asked me that day if I was mad at (b) (6), (b) (7)(C), but of course not, why would I be mad at the (b) (6), (b) (7)(C) that I had just hit? I was mad at myself and mad that it happened. I didn't mean to seem mad or anything, I was just being hard on myself. I don't want anyone to get hurt.

(b) (6), (b) (7)(C) Is working on the dock your normal task?

(b) (6): Yea I've been on the dock for some time. When I first transferred to RMPC maybe (b) (6), (b) (7)(C), the (b) (6), (b) (7)(C) is where I was placed for a few months. Then went to (b) (6), (b) (7)(C) area for two months, and am now back at the dock – but it hasn't been even a whole month that I've been back on the dock.

(b) (6): So you're pretty comfortable unloading trailers?

(b) (6): Yes sir.

(b) (6): So from your perspective, how could this incident have been avoided?

(b) (6): I should have blown horn, looked behind. I just got too comfortable and in the zone, I should have been more aware. I feel terrible that it happened.

Representative Signature:

(b) (6), (b) (7)(C)

Print Name:

Title:

Date:

(b) (6), (b) (7)(C) 1/17

Representative Signature:

(b) (6), (b) (7)(C)

Print Name:

Title:

Date:

(b) (6), (b) (7)(C) 1/17



SCANNED
4/27/17

(b) (6), (b) (7)(C), 2017

(b) (6), (b) (7)(C)

RE: Termination of Employment

Dear (b) (6), (b) (7)(C)

Gopher Resource is committed to maintaining a safe work environment for all employees.

On (b) (6), (b) (7)(C)/17, you were involved in a mobile equipment incident in which the forklift under your operation struck a fellow employee. A thorough investigation of the incident concluded that your conduct represented a serious violation of Gopher Resource's Cardinal Rules policy that prohibits "unauthorized use of a motorized vehicle (including but not limited to: forklift, aerial lift, loader, sweeper, water truck, etc.) or operating mobile equipment in a manner that endangers one's self or others" As a result, your employment with Gopher Resource has been terminated, effective (b) (6), (b) (7)(C) 2017.

On Friday, (b) (6), (b) (7)(C) 2017, you will receive a paycheck for all hours worked through (b) (6), (b) (7)(C), 2017, and a separate paycheck via direct deposit for any unused time-off balance and/or seniority severance benefits, if applicable. Employee Benefits Corporation will be contacting you regarding continued health coverage options through COBRA.

If you have any remaining balance on your lunchroom account that you would like to retrieve, please contact C&S Vending at 1-800-642-6254 or service@csvending.com.

If you have any additional questions, please contact me at 651-352-4117.

Sincerely,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)



Cardinal Environmental Health and Safety Rules Policy

The purpose of the Cardinal Environmental Health and Safety Rules Policy is to establish expectations for fairly and consistently applied rules and disciplinary actions necessary to drive appropriate environmental, health and safety (EH&S) behaviors in alignment with our Corporate EH&S Policy and the GR Code of Business Conduct.

This Policy applies to all GR operations and locations, and to all employees, visitors, and contractors. All requirements in this Policy document must be followed unless specifically prohibited by local law.

The Cardinal EH&S Rules are a set of rules that are to be enforced in every location and operation wherever we do business. The prohibited or restricted actions addressed by the Cardinal EH&S Rules are considered to have such great potential for injury, death, or environmental harm that any employee who engages in such actions should expect that he/she will be subject to immediate discharge, absent extenuating circumstances. Compliance with the Cardinal EH&S Rules is essential for the welfare of all employees and a condition of employment for everyone working at GR.

Employee failure to follow the Cardinal EH&S Rules outlined below will result in immediate suspension, pending investigation and disciplinary action up to and including termination of employment. Contractors and visitors who violate the Cardinal EH&S Rules will be subject to immediate removal from the premises.

Each incident will be reviewed by a Safety Review Board consisting of company officers including the Plant Manager for the location at issue. Others may be asked to join a particular Safety Review Board, based on experience and/or subject matter expertise, on an ad hoc basis. The purpose of the Safety Review Board is to ensure consistent application of the Cardinal Rules and any subsequent disciplinary actions across the company.

Cardinal Environmental Health & Safety Rules

(b) (4)

A large black rectangular box redacting the content of the page below the "Cardinal Environmental Health & Safety Rules" header.

(b) (4)





Gopher Resource Eagan

Employee Report

Form # (b) (6), (b) (7)(C)

Type: General Rules

Employee Name (b) (6), (b) (7)(C)

Date Issued (b) (6), (b) (7)(C) 2016

Warning Step: Final Written Warning

Updated per employee discussion on (b) (6), (b) (7)(C) 2016

General Rule # Job performance and expectations. All employees are expected to conform to all Standard Operating Procedures while performing their respective job assignments. This includes but is not limited to: following set operational procedures, housekeeping, being at their job station, quality control, communications, safety procedures, and using good common sense. The Company will evaluate poor work performance on an individual basis, taking into account the severity of the incident and the individual's history. Discipline will be administered based on the evaluation and could be as severe as suspension or termination of employment.

Serious Infraction: Carelessness resulting in danger to health/life of a fellow employee or self.

Comments At approximately 4:45AM on (b) (6), (b) (7)(C)/16, (b) (6), (b) (7)(C) was backing up a forklift up along the bander cage and the casting line. As (b) (6), (b) (7)(C) was backing up, (b) (6), (b) (7)(C) forklift ran into a parked forklift behind (b) (6), (b) (7)(C) and bumped a fellow employee who was standing between the forks adjusting them and stacking pigs with (b) (6), (b) (7)(C) back turned. Video footage of the incident shows that (b) (6), (b) (7)(C) did not look behind (b) (6), (b) (7)(C) as (b) (6), (b) (7)(C) was backing up and was driving very fast. Had the other employee been standing in front of the forks, or had the forks been lowered, a serious injury would have occurred. After the incident occurred, (b) (6), (b) (7)(C) asked the other employee if (b) (6), (b) (7)(C) was okay and apologized several times, but did not report the incident to a supervisor and continued working. When supervisor (b) (6), (b) (7)(C) spoke with (b) (6), (b) (7)(C) later about the incident, (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) knew that the other employee was on the side of the forklift behind (b) (6), (b) (7)(C) picking up pigs, but that (b) (6), (b) (7)(C) didn't.

realize (b) (6), (b) (7)(C) was that close and that (b) (6), (b) (7)(C) had moved to the front of (b) (6), (b) (7)(C) forklift, and admitted (b) (6), (b) (7)(C) should have been paying more attention. When asked why (b) (6), (b) (7)(C) did not report the incident to a supervisor, (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) was just working hard and got caught up in the moment.

This is (b) (6), (b) (7)(C) second serious driving incident in (b) (6), (b) (7)(C) employment with Gopher Resource, and has already been spoken with about unsafe operation of a forklift that could have resulted in injury to another employee. On (b) (6), (b) (7)(C)/2015, (b) (6), (b) (7)(C) was part of a similar near-miss incident in which (b) (6), (b) (7)(C) was going too fast on a forklift near Kettle 9 where two employees were standing, and almost hit a fellow employee because (b) (6), (b) (7)(C) did not slow down. (b) (6), (b) (7)(C) addressed the incident immediately with (b) (6), (b) (7)(C) and pointed out to (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) could have caused a serious injury, and reminded (b) (6), (b) (7)(C) that people on the floor have the right-of-way and that (b) (6), (b) (7)(C) needs to slow down when operating mobile equipment and be more aware of (b) (6), (b) (7)(C) surroundings.

(b) (6), (b) (7)(C) has failed to meet job performance expectations by not maintaining control of mobile equipment under (b) (6), (b) (7)(C) operation, by exhibiting carelessness that resulted in danger to the health/life of a fellow employee, and by failing to notify a supervisor of a work-related safety incident in a timely manner, despite being coached on the expectations. Per the company's disciplinary policy, this will serve as a Final Written Warning for job performance, to be served with a three day suspension on (b) (6), (b) (7)(C)/16, (b) (6), (b) (7)(C)/16 and (b) (6), (b) (7)(C)/16. The next job performance violation within 12 months may result in progressive disciplinary action, up to and including termination.

Suspension ☒ Yes ☐ No

How many days 3

Signature of Employee: Employee approved changes but Employee did not sign discussion took place Date: (b) (6), (b) (7)(C)/2016
Warning Slip for (b) (6), (b) (7)(C)

Print Name:	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	116
Signature of Manager issuing warning:	(b) (6), (b) (7)(C)		
Print Name:			
Witness signature:	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 116
Comments:			
			Assign To
<p>This form must be returned to the Human Resource Department after it has been presented and explained to the employee. Ask the employee to sign the form but it is not necessary to have it signed. If the employee refuses to sign note the time and date at the bottom of the form. The employee receives the second copy of the warning.</p>			



Grievance (b) (6), (b) (7)(C) – (b) (6), (b) (7)(C)
RE: Termination of Employment

Grievant: (b) (6), (b) (7)(C) (seniority date: (b) (6), (b) (7)(C))

Joint Committee Members: (b) (6), (b) (7)(C) Union Rep (TBD)

Union Representatives: (b) (6), (b) (7)(C)

Company Representatives: (b) (6), (b) (7)(C)

1) COMPANY – STATEMENT OF FACTS

Current Level of Discipline (Pending Grievance): Termination of Employment

- On (b) (6), (b) (7)(C), 2017 around 10:48PM, (b) (6), (b) (7)(C) was operating a forklift on the RMPC dock unloading a trailer. As (b) (6), (b) (7)(C) was backing out of the trailer, the way that (b) (6), (b) (7)(C) usually backs out was blocked by another forklift, so (b) (6), (b) (7)(C) drove back into the trailer and backed out the other way. Once (b) (6), (b) (7)(C) backed out, (b) (6), (b) (7)(C) cranked the wheel to the left and turned the forklift towards the pallet dumper. As (b) (6), (b) (7)(C) was completing (b) (6), (b) (7)(C) turn, the front left corner of the load the forklift was carrying came into contact with a fellow employee, (b) (6), (b) (7)(C) causing (b) (6), (b) (7)(C) to lose (b) (6), (b) (7)(C) balance (SEE VIDEO FOOTAGE #1)
- (b) (6), (b) (7)(C) was suspended pending investigation on (b) (6), (b) (7)(C) /17 (SEE PAGE 2)
- (b) (6), (b) (7)(C) was given an opportunity to give (b) (6), (b) (7)(C) own statement in the investigation. In (b) (6), (b) (7)(C) statement, (b) (6), (b) (7)(C) acknowledged (b) (6), (b) (7)(C) mistake and admitted (b) (6), (b) (7)(C) should have been more aware of (b) (6), (b) (7)(C) surroundings (SEE PAGES 3-4)
- Upon completion of the investigation, the findings were submitted to the Safety Review Board on (b) (6), (b) (7)(C) /17. Upon review, the Safety Review Board concluded that (b) (6), (b) (7)(C) conduct represented a serious violation of Gopher Resource's Cardinal Rules Policy that prohibits "unauthorized use of a motorized vehicle (including but not limited to: forklift, aerial lift, loader, sweeper, water truck, etc.) or operating mobile equipment in a manner that endangers one's self or others." As a result, (b) (6), (b) (7)(C) employment was terminated, eff (b) (6), (b) (7)(C) /17 (SEE PAGE 5)
- According to the Cardinal Environmental Health and Safety Rules policy: "The Cardinal EH&S Rules are a set of rules that are to be enforced in every location and operation wherever we do business. The prohibited or restricted actions addressed by the policy are considered to have such great potential for injury, death, or environmental harm that any employee who engages in such actions should expect that he/she will be subject to immediate discharge." (SEE PAGES 6-7)
- This is not the first incident of unsafe operation of mobile equipment from (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) has had at least two other serious mobile equipment incidents during (b) (6), (b) (7)(C) employment that put the safety of other employees at risk while driving forklift (SEE PAGES 8-10):
 - (b) (6), (b) (7)(C) /15 – (b) (6), (b) (7)(C) was driving a forklift at a high speed near Kettle 9 where two employees were standing, and almost hit one of them because (b) (6), (b) (7)(C) didn't slow down (SEE PG 11) VIDEO AVAILABLE
 - (b) (6), (b) (7)(C) /16 – (b) (6), (b) (7)(C) was backing up a forklift near the bander cage and ran into a parked forklift behind (b) (6), (b) (7)(C) and bumped another employee who was standing between the forks (SEE PG 12) VIDEO AVAILABLE
- (b) (6), (b) (7)(C) has been fully trained on safe forklift operation
 - (b) (6), (b) (7)(C) has completed all formal forklift training requirements, as well as several re-trainings following (b) (6), (b) (7)(C) previous near miss incidents as well (SEE PAGES 13-15):
 - (b) (6), (b) (7)(C) also recently attended the annual Mobile Equipment Refresher at the March 2017 Safety Meeting, where all employees reviewed the cardinal rules regarding mobile equipment operation, and reviewed expectations to remain aware of surroundings, pay attention to people in the area, and look over both shoulders when backing up (SEE PAGES 16-28)

Gopher Eagan Employee Note form:

Use this form to document conversations, observations, problems or good comments about or with employee's. Go into as much detail as necessary.

May 2017						
Su	Mo	Tu	We	Th	Fr	Sa
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3

Date: (b) (6), (b) (7) /2015 Day of week: Friday

Type of Note: ☒ Critique ☐ Praise ☐ Training ☐ Other

Emp Name: (b) (6), (b) (7)(C)

Shift ERROR: Server error: Entry not found in index
ERROR: Server error: Entry not found in index

Department:

Note By: (b) (6), (b) (7)(C)

Note: Around 6:54am today I was letting (b) (6), (b) (7)(C) use my radio. We were standing by kettle 9 when (b) (6), (b) (7)(C) came by with some blocks. (b) (6), (b) (7)(C) was going very fast and didn't slow down at all even though it was a fairly tight squeeze between us and the kettle. (b) (6), (b) (7)(C) backend whipped out and came within inches of (b) (6), (b) (7)(C) I had to pull (b) (6), (b) (7)(C) out of the way so (b) (6), (b) (7)(C) didn't get hit. I stopped (b) (6), (b) (7)(C) immediately after incident and told (b) (6), (b) (7)(C) almost hi (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) needs to slow down. (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) used (b) (6), (b) (7)(C) horn. I told (b) (6), (b) (7)(C) thats great but people on the floor ALWAYS have the right away and that (b) (6), (b) (7)(C) could've injured (b) (6), (b) (7)(C) had (b) (6), (b) (7)(C) ran into (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) has been on the job long enough to know (b) (6), (b) (7)(C) needs to go slow near other employees. I suggest a write up for this incident.

Links:

Gopher Eagan Employee Note form:

Use this form to document conversations, observations, problems or good comments about or with employee's. Go into as much detail as necessary.

May 2017						
Su	Mo	Tu	We	Th	Fr	Sa
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3

Date: (b) (6), (b) (7) /2016 Day of week: Thursday

Type of Note: ☐ Critique ☐ Praise ☐ Training ☒ Other

Emp Name: (b) (6), (b) (7)(C)

Shift ERROR: Server error: Entry not found in index
ERROR: Server error: Entry not found in index

Department:

Note By: (b) (6), (b) (7)(C)

Note:

On (b) (6), (b) (7)(C) while backing a forklift up along the bander cage and casting line (b) (6), (b) (7)(C) backed into a parked forklift as another employee was standing between the forks adjusting them and stacking pigs with (b) (6), (b) (7)(C) back turned. (b) (6), (b) (7)(C) did not look behind (b) (6), (b) (7)(C) as (b) (6), (b) (7)(C) was backing up and was driving too fast, had the other employee been standing in front of the forks or had the forks been lowered a serious injury would have occurred. (b) (6), (b) (7)(C) has previously been spoken with about unsafe operation of a forklift that could have resulted in injury to another employee. I am request disciplinary action be taken in this matter.

Links:

Learner History - Page 1

Learn (b) (6), (b) (7)(C)
Title Name (b) (6), (b) (7)(C)

Learner Name (b) (6), (b) (7)(C)
Department Name RMPC

Email Address (b) (6), (b) (7)(C)
Division Name Egan - RMPC

Course ID	Course Name	Version	Status	Completion Status	Name	Score Date
E-RMPC-L-110	Woodhog Pallet Jam Troubleshooting	0	Cancelled			04/26/2017
E-WW-O-080	Shutting Down Water Treatment	0	Finished	Requirement Met		04/23/2017
E-WW-O-030	Putting Water Treatment in Recirculation	1	Finished	Requirement Met		04/23/2017
E-WW-O-120	Hooking Up and Unloading Soda Ash Railcar		Finished	Requirement Met		04/19/2017
E-WW-O-070	Waste Water Sampling	0	Finished	Requirement Met		04/19/2017
E-WW-O-040	Starting Up Water Treatment		Finished	Requirement Met		04/19/2017
E-RMPC-O-120	Unjamming an Auger Filled with Feed	0	Not Taken	In Progress		01/14/2017
E-RMPC-O-170	Extruder Cleaning	1	Finished	Requirement Met		02/22/2017
E-RMPC-O-180	Frying Up a Slipping Feed Belt	0	Finished	Requirement Met		02/22/2017
E-RMPC-O-190	Specific Gravity Measurement of Roast Sink Tank	1	Finished	Requirement Met		02/22/2017
E-RMPC-O-150	Removing Tubs from Acid Pit	0	Finished	Requirement Met		02/22/2017
E-RMPC-O-140	Operating the Pre-Breaker and Acid Collection System		Finished	Requirement Met		02/22/2017
E-RMPC-O-130	Cleaning the Pre-Breaker	0	Finished	Requirement Met		02/22/2017
E-RMPC-O-100	Stop MA System with Auto Stop	1	Finished	Requirement Met		02/22/2017
E-RMPC-L-200	Processing Copper Top Gal C&B Batteries	0	Finished	Requirement Met		02/22/2017
E-RMPC-L-190	Emergency Stop Locations		Finished	Requirement Met		02/22/2017
E-RMPC-L-180	Changing Filter Press Cloths	0	Finished	Requirement Met		02/22/2017
E-RMPC-L-170	Cutting Plastic Tubing with Saw	0	Finished	Requirement Met		02/22/2017
E-RMPC-L-160	Cleaning Out the Wood Hog	0	Finished	Requirement Met		02/22/2017
E-RMPC-L-150	LOTO Pre-Breaker	0	Finished	Requirement Met		02/22/2017
E-RMPC-L-130	LOTO Hammermill	0	Finished	Requirement Met		02/22/2017
E-RMPC-L-120	LOTO Wood Hog Pallet Mill	0	Finished	Requirement Met		02/22/2017
E-RMPC-L-090	LOTO Apron Feeder and Removing Material	0	Finished	Requirement Met		02/22/2017
E-RMPC-L-030	Operating the Wood Hog	0	Finished	Requirement Met		02/22/2017
E-RMPC-O-090	Cleaning the V-Wires - Change Spray Tips	0	Finished	Requirement Met		02/17/2017
E-RMPC-O-080	Cleaning V-Wires Manually	0	Finished	Requirement Met		02/17/2017
E-RMPC-O-070	Managing the Classifier Flow System	0	Finished	Requirement Met		02/17/2017
E-RMPC-O-050	Completing the MA Operator Checklist	0	Finished	Requirement Met		02/17/2017
E-RMPC-O-110	Startup MA System	1	Finished	Requirement Met		02/16/2017
E-RMPC-O-110	Startup MA System	1	Finished	Requirement Met		02/16/2017
E-RMPC-L-140	LOTO Pallet Conveyor	0	Finished	Requirement Met		01/26/2017
E-RMPC-L-110	Woodhog Pallet Jam Troubleshooting	0	Finished	Requirement Met		01/26/2017
E-RMPC-L-100	LOTO Pallet Dumper	0	Finished	Requirement Met		01/26/2017
GR-EHS-500	Respiratory Protection		Finished	Requirement Met		11/15/2016
GR-EHS-410	Hearing Conservation		Finished	Requirement Met		11/15/2016
GR-EHS-090	Personal Protective Equipment		Finished	Requirement Met		11/15/2016
GR-EHS-050	Fall Protection		Finished	Requirement Met		11/15/2016
E-EHS-2016-110	Egan Safety Training - November 2016		Finished	Requirement Met		11/15/2016
E-EHS-010	Molten Metal Protection		Finished	Requirement Met		11/15/2016
GR-EHS-500	Respiratory Protection		Finished	Requirement Met		10/25/2016

Learner History - Page 2

Learn: (b) (6), (b) (7)(C)
 Ref: (b) (6), (b) (7)(C)

Learner Name: (b) (6), (b) (7)(C)
 Department Name: RMP

Email Address: (b) (6), (b) (7)(C)
 Division Name: Logon - RMP

Course ID	Course Name	Version	Status	Completion Status Name	Status Date
GR-EHS-410	Hearing Conservation		Finished	Requirement Met	10/25/2016
GR-EHS-090	Personal Protective Equipment		Finished	Requirement Met	10/25/2016
GR-EHS-010	Fall Protection		Finished	Requirement Met	10/25/2016
E-EHS-2016-100	Dagan Safety Training - October 2016		Finished	Requirement Met	10/25/2016
E-EHS-010	Molten Metal Protection		Finished	Requirement Met	10/25/2016
E-REFN-O-190	Spig Block Casting Pour Box	0	Finished	Requirement Met	06/07/2016
GR-RMPC-L-010	RMP Department Hazard Review	0	Finished	Requirement Met	07/28/2016
E-RMPC-L-080	Resetting the Metal Detector	0	Finished	Requirement Met	07/28/2016
E-RMPC-L-070	Resetting the E-Stop Cable	0	Finished	Requirement Met	07/28/2016
E-RMPC-L-060	Filling Out a Receiver	1	Finished	Requirement Met	07/28/2016
E-RMPC-L-050	Receiving Dock Housekeeping	0	Finished	Requirement Met	07/28/2016
E-RMPC-L-040	Operating the Plastic Sizer	0	Finished	Requirement Met	07/28/2016
E-RMPC-L-030	Identifying and Processing Non-Conforming Loads (NI-Cad & Absopoly)	0	Finished	Requirement Met	07/28/2016
E-RMPC-L-010	Operating the Apron Feeder	0	Finished	Requirement Met	07/28/2016
E-MBEO-060	Forklift Departmental Driving Skills - RMP	1	Finished	Requirement Met	07/28/2016
E-MBEO-060	Forklift Departmental Driving Skills - RMP	1	Finished	Requirement Met	07/28/2016
E-REFN-L-290	Stacker, Bander LOTO	0	Finished	Requirement Met	07/28/2016
E-REFN-O-300	Setup for Block Casting	0	Finished	Requirement Met	06/07/2016
E-REFN-O-330	Chasing a Block Kettle	0	Finished	Requirement Met	06/07/2016
E-REFN-O-370	Chasing a Pig Kettle	0	Finished	Requirement Met	06/07/2016
E-REFN-O-260	Changing Bander on Pig Casting Bander	0	Finished	Requirement Met	06/07/2016
E-REFN-O-240	Pig Machine Setup	0	Finished	Requirement Met	06/07/2016
E-REFN-O-190	Cooling a Kettle with Water	0	Finished	Requirement Met	06/07/2016
E-REFN-O-160	Alloy Calculator	0	Finished	Requirement Met	06/07/2016
E-REFN-O-140	Kettle Ventilation Cleaning	0	Finished	Requirement Met	06/07/2016
E-REFN-O-030	Running a Lead Sample	0	Finished	Requirement Met	06/07/2016
E-REFN-O-020	Milling a Lead Sample	0	Finished	Requirement Met	06/07/2016
E-REFN-O-010	Collecting a Lead Sample	0	Finished	Requirement Met	06/07/2016
E-REFN-L-370	Operating Kettle Control Panel and Burners	0	Finished	Requirement Met	06/07/2016
E-REFN-L-100	Clearing a Bander Fault	0	Finished	Requirement Met	06/07/2016
E-REFN-L-090	Spraying Casting Machine with Mold Release	0	Finished	Requirement Met	06/07/2016
E-REFN-L-080	Dumping Bad Bundles While Casting Pigs	0	Finished	Requirement Met	06/07/2016
E-REFN-L-070	Dumping the Hopper While Casting Pigs	1	Finished	Requirement Met	06/07/2016
E-REFN-CHK-140	57 Lead Reaction Plan		Finished	Requirement Met	06/07/2016
E-REFN-CHK-120	2023 Final Analysis and Quality Assurance for Casting		Finished	Requirement Met	06/07/2016
E-FURN-L-100	Barrel Crusher	1	Incomplete - Return to Version 4	Requirement Met	06/07/2016
E-FURN-L-060	Wash and Toss/Cleaning Scrap Metal - Decontamination	0	Finished	Requirement Met	06/07/2016
GR-EHS-2016-050	Safety Meeting - May 2016		Finished	Requirement Met	05/24/2016
GR-EHS-020	Lock Out Tag Out Overview (LOTO)		Finished	Requirement Met	05/24/2016
GR-MBEO-250	Forklift Departmental Driving Skills - Refining		Finished	Requirement Met	02/18/2016

Leaser (b) (6), (b) (7)(C)
Title Name (b) (6), (b) (7)(C)

Leaser Name (b) (6), (b) (7)(C)
Department Name NMPC

Email Address (b) (6), (b) (7)(C)
Division Name Logon - NMPC

Course ID	Course Name	Version	Status	Completion Status Name	Status Date
GR-EHS-2015-020	Safety Meeting - February 2015		Finished	Requirement Met	02/18/2015
E-REFN-L-370	Operating Kettle Control Panel and Burners	0	Cancelled		02/18/2015
E-REFN-L-110	Starting Up Block Casting	2	Cancelled		02/18/2015
E-REFN-L-400	Causic Barrel Handling	0	Finished	Requirement Met	02/14/2016
E-REFN-L-390	Grassing a Mixer	0	Finished	Requirement Met	02/14/2016
E-REFN-L-380	Mixer Operation	0	Finished	Requirement Met	02/14/2016
E-REFN-L-360	Plugging In VFD	0	Finished	Requirement Met	02/14/2016
E-REFN-L-350	Charging Kettles-Soft Lead	0	Finished	Requirement Met	02/14/2016
E-REFN-L-340	Charging Kettles-Calculation	0	Finished	Requirement Met	02/14/2016
E-REFN-L-330	Charging Kettles-Preparation	0	Finished	Requirement Met	02/14/2016
E-REFN-L-320	Jackhammering a Kettle	0	Finished	Requirement Met	02/14/2016
E-REFN-L-280	Cutting and Threading a Pipe	0	Finished	Requirement Met	02/14/2016
E-REFN-L-270	Piping for Block Casting	0	Finished	Requirement Met	02/14/2016
E-REFN-L-250	Piping for Pig Casting without Launder	0	Finished	Requirement Met	02/14/2016
E-REFN-L-240	Piping for Pig Casting From Kettle 7 or 8	0	Finished	Requirement Met	02/14/2016
E-REFN-L-230	Piping for Pig Casting with Launder	0	Finished	Requirement Met	02/14/2016
E-REFN-L-220	Piping a Transfer Kettle	0	Finished	Requirement Met	02/14/2016
GA-MIEQ-030	Forklift Skills		Finished	Requirement Met	02/09/2016
GR-EHS-2016-010	Safety Meeting - January 2016		Finished	Requirement Met	01/26/2016
T-EHS-260	Molten Metal Protection		Finished	Requirement Met	12/15/2015
GR-MRTP-130	Crisis Communication Plan Training for All Employees		Finished	Requirement Met	12/15/2015
GR-EHS-2015-120	Safety Meeting - December 2015		Finished	Requirement Met	12/15/2015
GR-EHS-110	Hot Work		Finished	Requirement Met	12/15/2015
GR-EHS-080	Drug and Alcohol		Finished	Requirement Met	12/15/2015
E-EHS-010	Molten Metal Protection		Finished	Requirement Met	12/15/2015
GR-NHO-310	Torch Usage	0	Finished	Requirement Met	12/04/2015
E-REFN-O-100	Dross Dumper Operation	0	Finished	Requirement Met	12/04/2015
E-REFN-O-090	Drying Up Decopper Dross	0	Finished	Requirement Met	12/04/2015
E-REFN-O-080	Dross Removal - Automatic	0	Finished	Requirement Met	12/04/2015
E-REFN-O-070	Dross Removal - Manual	0	Finished	Requirement Met	12/04/2015
E-MBEQ-030	Mobile Equipment Washing	0	Finished	Requirement Met	12/04/2015
GR-EHS-2015-110	Safety Meeting - November 2015		Finished	Requirement Met	11/17/2015
GR-EHS-2015-100	Safety Meeting - October 2015		Finished	Requirement Met	10/28/2015
GR-EHS-060	Fire Extinguisher		Finished	Requirement Met	10/28/2015
GR-EHS-020	Lock Out Tag Out Overview (LOTO)		Finished	Requirement Met	10/28/2015
E-REFN-L-060	Post Pig Casting Cleanup	0	Finished	Requirement Met	10/12/2015
E-REFN-L-030	Draining Pig Pour Box	1	Finished	Requirement Met	10/12/2015
E-REFN-L-040	Driving While Casting Pigs	0	Finished	Requirement Met	10/12/2015
E-REFN-L-050	Running Flipper	0	Finished	Requirement Met	10/12/2015
GR-EHS-2015-090	Safety Meeting - September 2015		Finished	Requirement Met	09/21/2015

- Retraining after 11/15 Incident

Leaser (b) (6), (b) (7)(C)
Title Name (b) (6), (b) (7)(C)

Leaser Name (b) (6), (b) (7)(C)
Department Name NMPC

Email Address (b) (6), (b) (7)(C)
Division Name Logon - NMPC

Course ID	Course Name	Version	Status	Completion Status Name	Status Date
E-REFN-L-150	Cleaning Up - Post Block Casting	0	Finished	Requirement Met	09/20/2015
E-REFN-L-140	Driving and Trimming While Casting Blocks	1	Finished	Requirement Met	09/20/2015
E-REFN-L-130	Pulling Blocks	2	Finished	Requirement Met	09/20/2015
E-REFN-L-120	Pouring and Skimming Blocks	1	Finished	Requirement Met	09/20/2015
E-REFN-L-110	Starting Up Block Casting	2	Finished	Requirement Met	09/20/2015
E-REFN-L-020	Skimming Pigs	1	Finished	Requirement Met	09/20/2015
E-REFN-L-010	Starting Up Pig Casting	0	Finished	Requirement Met	09/20/2015
GA-MIEQ-030	Forklift Skills		Finished	Needs Retraining	09/12/2015
GR-EHS-2015-080	Safety Meeting - August 2015		Finished	Requirement Met	08/25/2015
GR-EHS-2015-070	Safety Meeting - July 2015		Finished	Requirement Met	07/28/2015
GR-NHO-310	Torch Usage	0	Finished	Requirement Met	06/25/2015
GR-MBEQ-030	Forklift Skills		Finished	Needs Retraining	06/25/2015
GR-MBEQ-010	Forklift Operation Basics		Finished - Needs Retraining	Needs Retraining	06/25/2015
E-REFN-L-210	Heating Up Pipes	0	Finished	Requirement Met	06/25/2015
HIST-NHO-040	New Hire Orientation		Finished	Requirement Met	06/24/2015
E-REFN-L-260	Refinery Supervisors Job Hazard Review and Introduction	0	Finished	Requirement Met	06/24/2015

- Retraining after 11/15 Incident

Safety Meeting Sign-in - March 2017 (Mobile Equipment)

Employee Name	Date	Time
(b) (6), (b) (7)(C)	3-23-17	7:15a
(b) (6), (b) (7)(C)	3-24-17	6:15a
(b) (6), (b) (7)(C)	3-20-17	2:15p
(b) (6), (b) (7)(C)	3-28-17	7:15AM
(b) (6), (b) (7)(C)	3-29-17	7:15a
(b) (6), (b) (7)(C)	3/24/17	6:15am
(b) (6), (b) (7)(C)	3-24-17	6:15AM
(b) (6), (b) (7)(C)	3/30/17	2:15p
(b) (6), (b) (7)(C)	3/28/17	7:15AM
(b) (6), (b) (7)(C)	3-27-17	1:50p
(b) (6), (b) (7)(C)	3-23-17	7:15
(b) (6), (b) (7)(C)	3-27-17	1:50
(b) (6), (b) (7)(C)	3-22-17	7:15
(b) (6), (b) (7)(C)	3-22-17	2 PM
(b) (6), (b) (7)(C)	3-23-17	3:15
(b) (6), (b) (7)(C)	3/30/17	2:15
(b) (6), (b) (7)(C)	3/30/17	2:15
(b) (6), (b) (7)(C)	3-29-17	7:15 AM
(b) (6), (b) (7)(C)	3/28/17	7:15 AM
(b) (6), (b) (7)(C)	3/22/17	3:15 PM
(b) (6), (b) (7)(C)	3/21/17	3:15 PM
(b) (6), (b) (7)(C)	3/28-17	7:15AM
(b) (6), (b) (7)(C)	3-23-17	7:15AM
(b) (6), (b) (7)(C)	3/24/17	11:15 AM
(b) (6), (b) (7)(C)	3/21/17	3:15 PM
(b) (6), (b) (7)(C)	3/27/17	3:15 PM
(b) (6), (b) (7)(C)	3-28-17	7:15am
(b) (6), (b) (7)(C)	3-29-17	7:15AM
(b) (6), (b) (7)(C)	3-29-17	9:50 PM
(b) (6), (b) (7)(C)	3/23/17	7:15AM
(b) (6), (b) (7)(C)	3/27/17	3:15 PM
(b) (6), (b) (7)(C)	3-27-17	3:15
(b) (6), (b) (7)(C)	3/22/17	3:15 PM
(b) (6), (b) (7)(C)	3/24/17	7:15AM



Teamster Local 120



and Gopher Resource

Joint Committee Panel Hearing

for

(b) (6), (b) (7)(C)

Grievance # (b) (6), (b) (7)(C)

Exhibits:

- **Grievance**
- **Termination Letter**
- **Request for Information**
- **Move to Step Four**
- **Response to Info Request**
- **Qiana Johnson file**
- **Case Summary**
- **Contract**



TEAMSTERS LOCAL UNION NO. 120



GRIEVANCE FORM

Number: (b) (6), (b) (7)(C)

GRIEVANT INFORMATION

First: (b) (6), (b) (7)(C) Last: (b) (6), (b) (7)(C) Phone: (b) (6), (b) (7)(C)
Address: (b) (6), (b) (7)(C) City: (b) (6), (b) (7)(C) State: (b) (6), (b) (7)(C) Zip: (b) (6), (b) (7)(C)
Crew/Shift: Email:

COMPANY INFORMATION

Company: Gopher Contact: (b) (6), (b) (7)(C)
Address: 2900 Lone Oak Pkwy #140 City: Eagan State: MN Zip: 55121
Fax/email: (b) (6), (b) (7)(C) Steward: (b) (6), (b) (7)(C) Date Filed: (b) (6), (b) (7)(C) 17

COMPLAINT DETAILS

The Company violated the contract when I was terminated on (b) (6), (b) (7)(C) 2017. Violation of Article 7 of the CBA and any/all other applicable articles and/or pertinent information.

REQUESTED REMEDY

Requesting immediate reinstatement with all back pay, seniority, and all other contractual benefits. More evidence to be provided at time of hearing.

Member's Signature: (b) (6), (b) (7)(C)

GRIEVANCE OUTCOME

heard (b) (6), (b) (7)(C) 17

Complaint Taken By: office (b) (6), (b) (7)(C)

Date: (b) (6), (b) (7)(C) 17

Agent Name: (b) (6), (b) (7)(C)

Date: (b) (6), (b) (7)(C) 17



SCANNED
4/27/17

(b) (6), (b) (7)(C), 2017

(b) (6), (b) (7)(C)

RE: Termination of Employment

Dear (b) (6), (b) (7)(C):

Gopher Resource is committed to maintaining a safe work environment for all employees.

On (b) (6), (b) (7)(C)/17, you were involved in a mobile equipment incident in which the forklift under your operation struck a fellow employee. A thorough investigation of the incident concluded that your conduct represented a serious violation of Gopher Resource's Cardinal Rules policy that prohibits "unauthorized use of a motorized vehicle (including but not limited to: forklift, aerial lift, loader, sweeper, water truck, etc.) or operating mobile equipment in a manner that endangers one's self or others" As a result, your employment with Gopher Resource has been terminated, effective (b) (6), (b) (7)(C), 2017.

On Friday, (b) (6), (b) (7)(C) 2017, you will receive a paycheck for all hours worked through (b) (6), (b) (7)(C) 2017, and a separate paycheck via direct deposit for any unused time-off balance and/or seniority severance benefits, if applicable. Employee Benefits Corporation will be contacting you regarding continued health coverage options through COBRA.

If you have any remaining balance on your lunchroom account that you would like to retrieve, please contact C&S Vending at 1-800-642-6254 or service@csvending.com.

If you have any additional questions, please contact me at 651-352-4117.

Sincerely,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Dubuque, IA Office
195 East 14th Street
Dubuque, IA 52001-4909
Phone 563-583-9149
Fax 563-583-6488

Des Moines, IA Office
195 East 14th Street
Dubuque, IA 52001-4909
Phone 563-583-9149
Fax 563-583-6488

Teamsters Local Union No. 120

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS
TEAMSTERS JOINT COUNCIL NO. 32

Main Office

9422 Ulysses Street NE • Suite 120 • Blaine, Minnesota 55434

Phone 763-267-6120 • Fax 763-267-6121

Toll Free 877-832-6787

www.teamsterslocal120.org

North Dakota Office
1114 Main Ave., Suite A
Fargo, ND 58103
Phone 701-365-4070
Fax 701-365-4071

South Dakota Office
105 N. Conklin Avenue
Sioux Falls, SD 57103
Phone 605-336-7499
Fax 605-336-7504

TOM ERICKSON
President

BILL WEDEBRAND
Secretary Treasurer

JOHN ROSENTHAL
Vice President

JOE BATTAGLIA
Recording Secretary

Via Email [\(b\) \(6\), \(b\) \(7\)\(C\)@gopherresource.com](mailto:(b) (6), (b) (7)(C)@gopherresource.com) & Regular Mail

(b) (6), (b) (7)(C) 2017

(b) (6), (b) (7)(C)

Gopher Resource, Inc.
2900 Lone Oak Parkway, Suite 140A
Eagan, MN 55121

Re: Information Request – (b) (6), (b) (7)(C) – Grievance No. (b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C):

Teamsters Local 120 is requesting the following information relating to the above referenced grievance:

- Entire personnel file including all discipline or "Notes"

Thank you for your attention to this matter.

Sincerely,

TEAMSTERS LOCAL UNION No. 120
(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) OPEIU#12

Dubuque, IA Office
195 East 14th Street
Dubuque, IA 52001-4909
Phone 563-583-9149
Fax 563-583-6488

Des Moines, IA Office
195 East 14th Street
Dubuque, IA 52001-4909
Phone 563-583-9149
Fax 563-583-6488

Teamsters Local Union No. 120

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS
TEAMSTERS JOINT COUNCIL NO. 32

Main Office
9422 Ulysses Street NE • Suite 120 • Blaine, Minnesota 55434
Phone 763-267-6120 • Fax 763-267-6121
Toll Free 877-832-6787
www.teamsterslocal120.org

North Dakota Office
1114 Main Ave., Suite A
Fargo, ND 58103
Phone 701-365-4070
Fax 701-365-4071

South Dakota Office
105 N. Conklin Avenue
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TOM ERICKSON
President

BILL WEDEBRAND
Secretary Treasurer

JOHN ROSENTHAL
Vice President

JOE BATTAGLIA
Recording Secretary

VIA EMAIL & REGULAR MAIL

(b) (6), (b) (7)(C) 2017

(b) (6), (b) (7)(C)
Gopher Resource Corp.
2900 Lone Oak Parkway, Suite 140A
Eagan, MN 55121

RE: Grievance No. (b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C):

Please be advised that Local 120 is moving the above referenced grievance to the next step, Step 4 / Joint Grievance Committee, as outlined in Article 6, of the Collective Bargaining Agreement. Please contact me at 763-267-6118 with dates and times you are available to schedule this Step 4 meeting.

Sincerely,

TEAMSTERS LOCAL NO. 120

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) ppeiu#12

Subject: Requested Information - (b) (6), (b) (7)(C)

Date: Tuesday, (b) (6), (b) (7)(C) 2017 at 4:15:10 PM Central Daylight Time

From: (b) (6), (b) (7)(C) @GopherResource.com>

To: (b) (6), (b) (7)(C) @teamsterslocal120.org>

(b) (6), (b) (7)(C)

In response to your (b) (6), (b) (7)(C) /17 request for information related to (b) (6), (b) (7)(C), please see the following documents attached:

All employee notes (coaching documentation) and warning slips relevant to the disputed discipline

Please let me know if you need any other information.

Thanks,

(b) (6), (b) (7)(C)

685 Yankee Doodle Road • Eagan, Minnesota 55121

(b) (6), (b) (7)(C)



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Gopher Resource Eagan

Employee Report

Form # (b) (6), (b) (7)(C)

Type: General Rules

Employee Name (b) (6), (b) (7)(C)

Date Issued (b) (6), (b) (7)(C) /2016

Warning Step: Final Written Warning

Updated per employee
discussion on (b) (6), (b) (7)(C) /2016

General Rule # Job performance and expectations. All employees are expected to conform to all Standard Operating Procedures while performing their respective job assignments. This includes but is not limited to: following set operational procedures, housekeeping, being at their job station, quality control, communications, safety procedures, and using good common sense. The Company will evaluate poor work performance on an individual basis, taking into account the severity of the incident and the individual's history. Discipline will be administered based on the evaluation and could be as severe as suspension or termination of employment.

Serious Infraction: Carelessness resulting in danger to health/life of a fellow employee or self.

Comments

At approximately 4:45AM on (b) (6), (b) (7)(C) 16, (b) (6), (b) (7)(C) was backing up a forklift up along the bander cage and the casting line. As (b) (6), (b) (7)(C) was backing up, (b) (6), (b) (7)(C) forklift ran into a parked forklift behind (b) (6), (b) (7)(C) and bumped a fellow employee who was standing between the forks adjusting them and stacking pigs with (b) (6), (b) (7)(C) back turned. Video footage of the incident shows that (b) (6), (b) (7)(C) did not look behind (b) (6), (b) (7)(C) as (b) (6), (b) (7)(C) was backing up and was driving very fast. Had the other employee been standing in front of the forks, or had the forks been lowered, a serious injury would have occurred. After the incident occurred, (b) (6), (b) (7)(C) asked the other employee if (b) (6), (b) (7)(C) was okay and apologized several times, but did not report the incident to a supervisor and continued working. When (b) (6), (b) (7)(C) spoke with (b) (6), (b) (7)(C) later about the incident, (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) knew that the other employee was on the side of the forklift behind (b) (6), (b) (7)(C) picking up pigs, but that (b) (6), (b) (7)(C) didn't

realize (b) (6), (b) (7)(C) was that close and that (b) (6), (b) (7)(C) had moved to the front of (b) (6), (b) (7)(C) forklift, and admitted (b) (6), (b) (7)(C) should have been paying more attention. When asked why (b) (6), (b) (7)(C) did not report the incident to a supervisor (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) was just working hard and got caught up in the moment.

This is (b) (6), (b) (7)(C) second serious driving incident in (b) (6), (b) (7)(C) employment with Gopher Resource, and has already been spoken with about unsafe operation of a forklift that could have resulted in injury to another employee. On (b) (6), (b) (7)(C)/2015, (b) (6), (b) (7)(C) was part of a similar near-miss incident in which (b) (6), (b) (7)(C) was going too fast on a forklift near Kettle 9 where two employees were standing, and almost hit a fellow employee because (b) (6), (b) (7)(C) did not slow down. (b) (6), (b) (7)(C) addressed the incident immediately with (b) (6), (b) (7)(C) and pointed out to (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) could have caused a serious injury, and reminded (b) (6), (b) (7)(C) that people on the floor have the right-of-way and that (b) (6), (b) (7)(C) needs to slow down when operating mobile equipment and be more aware of (b) (6), (b) (7)(C) surroundings.

(b) (6), (b) (7)(C) has failed to meet job performance expectations by not maintaining control of mobile equipment under (b) (6), (b) (7)(C) operation, by exhibiting carelessness that resulted in danger to the health/life of a fellow employee, and by failing to notify a supervisor of a work-related safety incident in a timely manner, despite being coached on the expectations. Per the company's disciplinary policy, this will serve as a Final Written Warning for job performance, to be served with a three day suspension on (b) (6), (b) (7)(C)/16, (b) (6), (b) (7)(C)/16 and (b) (6), (b) (7)(C)/16. The next job performance violation within 12 months may result in progressive disciplinary action, up to and including termination.

Suspension ☒ Yes ☐ No

How many days 3

Signature of Employee: Employee approved changes but Employee did not sign discussion took place Date: (b) (6), (b) (7)(C)/2016
2016
Warning Slip for (b) (6), (b) (7)(C)

Print Name:	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	1/16
Signature of Manager issuing warning:	(b) (6), (b) (7)(C)		
Print Name:			
Witness signature:	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 1/16
Comments:			
			Assign To
<p>This form must be returned to the Human Resource Department after it has been presented and explained to the employee. Ask the employee to sign the form but it is not necessary to have it signed. If the employee refuses to sign note the time and date at the bottom of the form. The employee receives the second copy of the warning.</p>			

Gopher Eagan Employee Note form:

Use this form to document conversations, observations, problems or good comments about or with employee's. Go into as much detail as necessary.

May 2017						
Su	Mo	Tu	We	Th	Fr	Sa
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3

Date: (b) (6), (b) (7)(C) 2017 Day of week: Tuesday

Type of Note: ☒ Critique ☐ Praise ☐ Training ☐ Other

Emp Name: Johnson Qiana

Shift ERROR: Server error: Entry not found in index
ERROR: Server error: Entry not found in index

Department:

Note By: (b) (6), (b) (7)(C)

Note: Tonight night I spoke with (b) (6), (b) (7)(C) about (b) (6), (b) (7)(C) awareness while operating a forklift truck. (b) (6), (b) (7)(C) was unloading a truck on the rmpc dock tonight, and bump the other dock worker with a pallet of batteries. (b) (6), (b) (7)(C) was forced to change (b) (6), (b) (7)(C) exit direction from the truck. (b) (6), (b) (7)(C) was unloading which also changed (b) (6), (b) (7)(C) gauge of where the dock operator was position. I stated to (b) (6), (b) (7)(C) that should always be mindful of other dock operators while operating the forklift. (b) (6), (b) (7)(C) stated that the un-even plates on the rmpc dock caused the forklift to shift when (b) (6), (b) (7)(C) went to turn. I then stated to (b) (6), (b) (7)(C) that granted external factors like bad dock plates are out of (b) (6), (b) (7)(C) control but (b) (6), (b) (7)(C) still has to maintain control of the forklift truck, and create a buffer for (b) (6), (b) (7)(C), and things of that nature. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) understood our conversation. (b) (6), (b) (7)(C) also sat in on this conversation due to the nature of the incident involving another employee. This note should serve as a documented conversation with (b) (6), (b) (7)(C) about being aware of others while operating a forklift.

Links:

Gopher Eagan Employee Note form:

Use this form to document conversations, observations, problems or good comments about or with employee's. Go into as much detail as necessary.

May 2017						
Su	Mo	Tu	We	Th	Fr	Sa
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3

Date: (b) (6), (b) (7)(C) /2016 Day of week: Thursday

Type of Note: ☐ Critique ☐ Praise ☐ Training ☒ Other

Emp Name: (b) (6), (b) (7)(C)

Shift ERROR: Server error: Entry not found in index
ERROR: Server error: Entry not found in index

Department:

Note By: (b) (6), (b) (7)(C)

Note:

On (b) (6), (b) (7)(C) while backing a forklift up along the bander cage and casting line (b) (6), (b) (7)(C) backed into a parked forklift as another employee was standing between the forks adjusting them and stacking pigs with (b) (6), (b) (7)(C) back turned (b) (6), (b) (7)(C) did not look behind (b) (6), (b) (7)(C) as (b) (6), (b) (7)(C) was backing up and was driving too fast, had the other employee been standing in front of the forks or had the forks been lowered a serious injury would have occurred. (b) (6), (b) (7)(C) has previously been spoken with about unsafe operation of a forklift that could have resulted in injury to another employee. I am request disciplinary action be taken in this matter.

Links:

Gopher Eagan Employee Note form:

Use this form to document conversations, observations, problems or good comments about or with employee's. Go into as much detail as necessary.

May 2017						
Su	Mo	Tu	We	Th	Fr	Sa
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3

Date: (b) (6), (b) (7)(C) 2015 Day of week: Friday

Type of Note: ☒ Critique ☐ Praise ☐ Training ☐ Other

Emp Name: (b) (6), (b) (7)(C)

Shift ERROR: Server error: Entry not found in index
ERROR: Server error: Entry not found in index

Department:

Note By: (b) (6), (b) (7)(C)

Note: Around 6:54am today I was letting (b) (6), (b) (7)(C) use my radio. We were standing by kettle 9 when (b) (6), (b) (7)(C) came by with some blocks. (b) (6), (b) (7)(C) was going very fast and didn't slow down at all even though it was a fairly tight squeeze between us and the kettle (b) (6), (b) (7)(C) backend whipped out and came within inches of (b) (6), (b) (7)(C) I had to pull (b) (6), (b) (7)(C) out of the way so (b) (6), (b) (7)(C) didn't get hit. I stopped (b) (6), (b) (7)(C) immediately after incident and told (b) (6), (b) (7)(C) almost hit (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) needs to slow down. (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) used (b) (6), (b) (7)(C) horn. I told (b) (6), (b) (7)(C) thats great but people on the floor ALWAYS have the right away and that (b) (6), (b) (7)(C) could've injured (b) (6), (b) (7)(C) had (b) (6), (b) (7)(C) ran into (b) (6), (b) (7)(C) has been on the job long enough to know (b) (6), (b) (7)(C) needs to go slow near other employees. I suggest a write up for this incident.

Links:

Union Case

1. On (b) (6), (b) (7)(C) 2017 (b) (6), (b) (7)(C) was involved in an unfortunate incident while operating a forklift as part of (b) (6), (b) (7) normal job functions at Gopher Resource. (b) (6), (b) (7) has never denied this or tried to hide it in any way.

(b) (6), (b) (7)(C) made sure that the other employee was ok and promptly reported the incident. (b) (6), (b) (7) was honest, cooperative and forthcoming in every part of the investigation. (b) (6), (b) (7) was also remorseful and apologetic.

Even when the affected employee suggested that (b) (6), (b) (7) should not report the incident, because (b) (6), (b) (7) didn't think it warranted it, (b) (6), (b) (7) did the right thing and notified the company per company policy.

2. The company may try to point out that (b) (6), (b) (7)(C) has had previous incidents and warnings. The CBA clearly points out in Article 7 that any such warnings shall remain in effect for a period of twelve months.

Therefore any warnings issued more than twelve months prior to this incident should not be considered in determining discipline in this case.

The CBA also states in Article 7 that the Employer shall not discharge any employee without just cause, and shall give at least one warning notice of the complaint against such employee.

3. (b) (6), (b) (7)(C) was not speeding or involved in horseplay or any kind of recklessness at the time of the incident. (b) (6), (b) (7) was engaged in (b) (6), (b) (7) normal job duties. (b) (6), (b) (7) had moved in and out of this trailer with the forklift safely many times that day. In fact the only thing (b) (6), (b) (7) did different this time was to make room for another forklift that was working in the area.

In fact (b) (6), (b) (7) was not removed from (b) (6), (b) (7) duties after the incident, but was allowed to continue work for (b) (6), (b) (7) entire shift. It wasn't until the conference with (b) (6), (b) (7) supervisor the next day that (b) (6), (b) (7) was sent home.

There could not have been any real danger if (b) (6), (b) (7) was allowed to work after this incident by the company.

4. The work area in question is congested as seen in the video footage.

Workers on foot regularly move in and out of the same workspace as forklifts. There are no guardrails or barriers in place to protect pedestrian workers from moving forklifts. This is a recipe for disaster.

There aren't even any painted lines or safety cones in place to clearly mark which areas are safe for pedestrians and which are designated for forklifts. Again a recipe for disaster.

5. (b) (6), (b) (7)(C) is not denying this was a serious incident. In fact (b) (6), (b) (7)(C) been very apologetic and remorseful. All (b) (6), (b) (7) wants is another chance. This should not be a career ending event.

The Union simply does not feel that the company has met the burden of proof for just cause in this case to justify termination. The punishment is far too severe for the crime.

Therefore the union is asking for reinstatement with all contractual rights and privileges, including lost wages.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

STATEMENT

I REALLY WAS NOT HURT. I GOT BUMP ON MY SHOULDER
IT BUMP MY FUNNY BONE.
I TOLD (b) (6), (b) (7)(C) I WAS OKAY (b) (6), (b) (7)(C) did NOT HAVE TO SAY
ANYTHING
I WAS JUST CONCERNED BECAUSE I WILL BE LEAVING
GOING TO THE MILITARY SOON AND DO NOT WANT TO GET
HURT I WAS HIT BY A CAR BEFORE AND HAD 13
BROKEN BONES THAT LITTLE BUMP WAS NOTHING

(b) (6), (b) (7)(C)

WAS THERE ANY LOST TIME

(b) (6), (b) (7)(C)

NO

(b) (6), (b) (7)(C)

WAS THERE ANY LIGHT DUTY

(b) (6), (b) (7)(C)

NO

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

17

From: [Freeberg, Martha](#)
To: ["Katrina Joseph"](#)
Subject: RE: Teamsters 120 (Gopher Resource), 18-CB-201563
Date: Wednesday, July 19, 2017 4:33:00 PM

I should have clarified that I'm looking for the information specifically as it happened in the above-captioned case, not regarding the grievance process in general.

Thanks.

Martha C. Freeberg, Field Examiner
National Labor Relations Board, Region 18
212 South Third Ave, Suite 200
Minneapolis, MN 55401
(952)703-2879 (*NEW* Office Direct)
(202)674-7329 (*NEW* Cell Phone)
(612)348-1785 (Office Fax)
www.nlrb.gov

From: Freeberg, Martha
Sent: Wednesday, July 19, 2017 3:32 PM
To: 'Katrina Joseph' <kjoseph@teamsterslocal120.org>
Subject: RE: Teamsters 120 (Gopher Resource), 18-CB-201563

Katrina,

I'm writing to follow up our conversation on Tuesday. When we spoke, you provided some information regarding the grievance process in the above-captioned matter, but didn't seem to be 100% sure of certain details at the time. Could you please confirm the details regarding the joint committee panel process, in particular, the members of the panel and any other details you can provide regarding the decision process? Additionally, are there any documents or records which reflect the panel members' names? Based on our discussion, it sounded like the panel's final decision is only given verbally, but if there are any records which reflect the decision, please provide those as well.

Thanks for the information.

Martha

Martha C. Freeberg, Field Examiner
National Labor Relations Board, Region 18
212 South Third Ave, Suite 200
Minneapolis, MN 55401
(952)703-2879 (*NEW* Office Direct)
(202)674-7329 (*NEW* Cell Phone)
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www.nlrb.gov

From: Freeberg, Martha
Sent: Tuesday, July 18, 2017 10:36 AM
To: Katrina Joseph <kjoseph@teamsterslocal120.org>
Subject: Teamsters 120 (Gopher Resource), 18-CB-201563

Hi Katrina,

Since we've been playing phone tag, I thought I'd email you. What is your schedule like today? Is there a good time for me to call you to discuss the above-captioned charge?

Martha

Martha C. Freeberg, Field Examiner
National Labor Relations Board, Region 18
212 South Third Ave, Suite 200
Minneapolis, MN 55401
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UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 18
Federal Office Building
212 Third Avenue South, Suite 200
Minneapolis, MN 55401-2657

Agency Website: www.nlrb.gov
Telephone: (612)348-1757
Fax: (612)348-1785

Agent's Direct Dial: (952)703-2879

August 3, 2017

KATRINA E. JOSEPH, GENERAL COUNSEL
TEAMSTERS LOCAL 120
9422 ULYSSES STREET NE
BLAINE, MN 55434-3573

Re: IBT 120 (GOPHER RESOURCE)
Case 18-CB-201563

Dear Ms. JOSEPH:

I am writing this letter to advise you that it is now necessary for me to take evidence from your client regarding the allegations raised in the investigation of the above-captioned matter.

Allegations: The allegations for which I am seeking your evidence are as follows:

Within the past six months, the Union has failed its duty of fair representation by refusing to arbitrate the grievance of (b) (6), (b) (7)(C) regarding (b) (6), (b) (7)(C), 2017 termination.

Board Affidavits: I am requesting to take affidavits from (b) (6), (b) (7)(C) or any other individual(s) you believe have information relevant to the investigation of the above-captioned matter. Please be advised that the failure to present representatives who would appear to have information relevant to the investigation of this matter, for the purposes of my taking sworn statements from them, constitutes less than complete cooperation in the investigation of the charge.

Documents: Please provide the following documents, along with any and all other evidence you deem to be relevant to the case:

1. Any decisional documents or communications by the Union, including internal communications, reflecting the Union's determination of whether, and how, to pursue the grievance at each level, including any discussion regarding whether to arbitrate the grievance and why;
2. Any documents reflecting who served as the Joint Grievance Committee representatives in this matter, how the Union's representative(s) were selected, their affiliations with the Union and/or Employer, and by whom they were selected;
3. Any documents or records reflecting the Joint Grievance Committee's determination and any documents referenced or relied on by the Joint Grievance Committee in order to make its determination.

4. Copies of any grievances since April 2016 which were decided by a Joint Grievance Committee;
5. Copies of any grievances since April 2016 which were brought to arbitration or are currently pending arbitration.

Date for Submitting Evidence: To resolve this matter as expeditiously as possible, you must provide your evidence and position in this matter by August 10, 2017. If you are willing to allow me to take affidavits, please contact me prior to August 10 to schedule a time to take affidavits.

Electronic filing of position statements and documentary evidence through the Agency website is preferred but not required. To file electronically, go to **www.nlr.gov**, select **E-File Documents**, enter the **NLRB case number**, and follow the detailed instructions. If I have not received all your evidence by the due date or spoken with you and agreed to another date, it will be necessary for me to make my recommendations based upon the information available to me at that time.

Please contact me at your earliest convenience by telephone, (952)703-2879, or e-mail, martha.freeberg@nlrb.gov, so that we can discuss how you would like to provide evidence and I can answer any questions you have with regard to the issues in this matter.

Very truly yours,

A handwritten signature in black ink that reads "Martha C. Freeberg". The signature is written in a cursive, flowing style.

MARTHA C. FREEBERG
Field Examiner

From: [Freeberg, Martha](#)
To: ["Katrina Joseph"](#)
Subject: RE: Request for evidence, Teamsters 120 (Gopher Resource), 18-CB-201563
Date: Thursday, August 10, 2017 10:44:00 AM

Hi Katrina,

Yes, that will be fine. Thanks for checking in. I will confirm on Monday, after I've had a chance to review the information, whether affidavits are still necessary.

Regards,
Martha

Martha C. Freeberg, Field Examiner
National Labor Relations Board, Region 18
212 South Third Ave, Suite 200
Minneapolis, MN 55401
(952)703-2879 (***NEW*** Office Direct)
(202)674-7329 (***NEW*** Cell Phone)
(612)348-1785 (Office Fax)
www.nlr.gov

From: Katrina Joseph [mailto:kjoseph@teamsterslocal120.org]
Sent: Wednesday, August 09, 2017 9:20 PM
To: Freeberg, Martha <Martha.Freeberg@nlrb.gov>
Subject: Re: Request for evidence, Teamsters 120 (Gopher Resource), 18-CB-201563

Would it be possible to get a one-day extension, so that I can get you the information on Friday? I believe I have all of the documents you requested, but I have to review it and then write the responses you've requested.

I also note that the letter says I should let you know by tomorrow if you can take affidavits. You are welcome to take an affidavit from anyone at the Union.

Katrina E. Joseph
General Counsel

TEAMSTERS LOCAL NO. 120
Direct: (763) 267-6146
Email: kjoseph@teamsterslocal120.org

Please consider the environment before printing this e-mail.

From: "Freeberg, Martha" <Martha.Freeberg@nlrb.gov>

Date: Thursday, August 3, 2017 at 2:09 PM

To: Katrina Joseph <kjoseph@teamsterslocal120.org>

Subject: Request for evidence, Teamsters 120 (Gopher Resource), 18-CB-201563

Good afternoon Katrina,

I am sending you a letter requesting the Union's response to the allegations in the above-captioned case.

With respect to the documents requested, if no documents exist which are responsive to some of the requests, please provide the pertinent information in your position statement. The more detailed your response is, the less likely it will be necessary for me to take witness affidavits.

I look forward to hearing from you.

Regards,
Martha

[Martha C. Freeberg, Field Examiner](#)

National Labor Relations Board, Region 18

212 South Third Ave, Suite 200

Minneapolis, MN 55401

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(612)348-1785 (Office Fax)

www.nlr.gov

From: [Katrina Joseph](#)
To: [Freeberg, Martha](#)
Cc: (b) (6), (b) (7)(C)
Subject: Teamsters Local 120 & Gopher Resources, 18-CB-201563
Date: Friday, August 11, 2017 5:20:41 PM
Attachments: (b) (6), (b) (7)(C)

Martha:

Pursuant to your request, attached are the documents you requested in your letter dated August 3, 2017. Further, the Union's responses to your queries therein follow:

1. There are no written decisional documents about how to pursue (b) (6), (b) (7)(C) grievance. This is not unique to (b) (6), (b) (7)(C) case. Every Business Agent follows the steps of the grievance procedure when processing a grievance, and except for correspondence scheduling step hearings, etc., they do not memorialize it. A decision about whether to arbitrate (b) (6), (b) (7)(C) grievance had not been made, so there are no records to produce. Decisions about whether a case should be arbitrated are initially made by the Business Agent and Local Union counsel after the case has been moved to arbitration; moving a case to arbitration simply preserves timelines and does not indicate that a grievance will be arbitrated. If there is a disagreement between the Business Agent and Local Union counsel about the merits of a case, or if the member disagrees with a decision to withdraw the grievance, the member has a right to appeal to the Local Union Executive Board and ask the Executive Board to pursue arbitration. Because (b) (6), (b) (7)(C) grievance was denied by the Joint Committee, no conversations about whether or not to arbitrate the case had taken place.

2. See the electronic file labeled (b) (6), (b) (7)(C) Pages 2 indicate the members of the Joint Committee. (b) (6), (b) (7)(C) was selected by the Union to serve on the grievance panel for the Union. When available, (b) (6), (b) (7)(C) serves on all grievance panels for the Union, not just Gopher Resources panels; (b) (6) is an independent contractor of the Local Union, and serving on the grievance panels is one of (b) (6) job duties. (b) (6), (b) (7)(C) is a (b) (6), (b) (7) of the Local Union. The Employer representative was (b) (6), (b) (7)(C), and (b) (6) was selected by the Employer.

3. See page 2 of the electronic file labeled (b) (6), (b) (7)(C) for the Joint Committee determination. The documents shown to the Joint Committee by the Union are labeled "Union 1," and begin at page 3 of the file and end at page 13. The collective bargaining agreement follows the Union's documentary evidence, and was also given to the Joint Committee. (b) (6), (b) (7)(C) notes from the hearing follow the CBA. Beginning at page 39 of the document is evidence provided by the Employer to the Joint Committee; the employer's presentation ends at page 61. The remaining documents in this file are correspondence between the Union and Employer, and documents provided to the Union during its investigation of the grievance.

4. Attached in file named (b) (6), (b) (7)(C) is the only other grievance filed since April 2016 (the other case being (b) (6), (b) (7)(C)) that has been decided by the Joint Committee.

5. There have been no grievances arbitrated or that are pending arbitrations since April 2016.

Katrina E. Joseph
General Counsel

TEAMSTERS LOCAL NO. 120
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This notice is required by IRS Circular 230, which regulates written communications about federal tax matters between tax advisors and their clients. To the extent that the preceding correspondence and/or any attachment is written tax advice communication, it is not a full "covered opinion." Accordingly, this advice is not intended and cannot be used for the purpose of avoiding penalties that may be imposed by the IRS.

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Teamster Local 120



and Gopher Resource

Joint Committee Panel Hearing

Panel Member:

(b) (6), (b) (7)(C)

Panel Member:

(b) (6), (b) (7)(C)

Date:

(b) (6), (b) (7)(C)

- 17

8:00 AM

Decision:

Claim of the Demerol

Joint Committee Panel Hearing

AGREEMENT

between

GOPHER RESOURCE

and

TEAMSTERS LOCAL 120

**Affiliated with the
International Brotherhood of Teamsters**

December 1, 2014 through November 30, 2017

Article 23	Non-Discrimination	28
Article 24	Jury Duty	28
Article 25	Termination Clause	29
	Letter of Agreement: Maintenance Employees	30
	Maintenance Apprenticeship Program	31

the name of each employee on whose behalf a deduction is made, the employee's social security number, and the amount deducted from the employee's paycheck.

ARTICLE 2 - JOB STEWARD

The Employer recognizes the right of the Union to designate a Job Steward to handle such Union business as may from time to time be delegated to the Job Steward by the Union Executive Board, and which will not interfere with his/her duties as an employee.

ARTICLE 3 - ABSENCE

Section 1. TIME OFF FOR UNION ACTIVITIES: The Employer agrees to grant the necessary and reasonable time off without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business. The Union Agrees that in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

All time off for Union business will require no less than a 24-hour notice and will be considered a full day unless specially identified by the Union and agreed to by the Company. If the Union's request for time off is offered on a Saturday, Sunday, and/or contractual holiday, the employee will notify his/her supervisor/manager in addition to the notification being processed through Human Resources per usual.

Section 2. LEAVE OF ABSENCE: Any employee desiring a leave of absence from his/her employment shall secure written permission from both the Union and the Employer. The maximum leave of absence shall be thirty (30) days and may be extended for like periods. Permission for same must be secured from both the Union and the Employer. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. The Union and the Company will discuss leave of absence requests when there is a discrepancy of approval.

Section 7. In the event that two (2) or more employees are hired on the same day, seniority shall be determined as follows: Effective December 1, 1989 employee's numbers shall rule.

ARTICLE 5 - MAINTENANCE OF STANDARDS

Section 1. PROTECTION OF CONDITIONS: The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement. However, any past gifts, bonuses, or other gratuities shall not be included in the terms "general working conditions."

It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.

Section 2. EXTRA CONTRACT AGREEMENTS: The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

Section 3. MANAGEMENT RIGHTS: Unless specifically provided elsewhere in this agreement, the employer retains all the rights and functions of management that it has by law. As long as the action of the Company does not violate any specific provision of this Agreement, the Company shall have the right, by law, to:

- a) Determine (1) layout and equipment to be used in the business; and (2) the processes, techniques, methods, and means of providing services;
- b) Determine and enforce reasonable rules and regulations, make reasonable changes to such rules and regulations, and enforce such changes.

ARTICLE 6 - GRIEVANCE & METHOD OF SETTLING DISPUTES

Section 1. Grievances concerning interpretations of the provisions of this Agreement shall be settled as follows:

FIRST STEP: Between the employee and his/her immediate supervisor. This must be initiated by the employee within five (5) working days, from the day that the facts of the grievance arose or knowledge thereof. If no settlement is reached within two (2) working days, the second step shall be:

ARTICLE 7 - DISCHARGE

The Employer shall not discharge any employee without just cause, and shall give at least one (1) warning notice of the complaint against such employee, in writing, and a copy of same to the Union, except that no warning notice need be given to an employee before he/she is discharged, if the cause of such discharge is dishonesty, intoxication, chemical impairment or being under the influence of any illegal substance, or recklessness which may result in serious accident while on duty, or major violation of Employer's Rules which do not conflict with the terms of this Agreement.

Warnings shall remain in effect for a period of twelve (12) months. Each new warning, regardless of level, restarts the twelve-month time clock, meaning that that specific warning does not drop off or drop back in level or severity for an entire twelve-month period. Final warnings issued for violation of the drug & alcohol policy shall remain in effect indefinitely.

Discharge must be by written notice to the employee, with a copy to the Union.

ARTICLE 8 - PROTECTION OF RIGHTS - PICKET LINE

Other than as set forth in Article 25 of this Agreement, no employee covered by this agreement can be forced by use of discharge or discipline to cross any lawful picket line.

Section 1. No Lockout. The Employer agrees that so long as this Agreement is in effect there shall be no lockout.

ARTICLE 9

Left blank intentionally.

ARTICLE 10 - PHYSICAL EXAMINATIONS

Section 1. Physical, mental, or other examinations, which are requested by the Employer, shall be promptly complied with by all employees. The Employer shall pay for such examinations. Examinations are defined as all physical exams and consultations that the Employer requires to be taken off the premises.

The employer will reimburse one (1) hour of an employee's time at time and one half (1.5) their straight hourly rate of pay for those employees who take examinations off the premises on their own time.

Section 2. All employees must submit to a blood check every sixty (60) days, with the following exception:

At the discretion of the Health & Safety Manager, employees on MRP status or who maintain a blood lead level within 5 points of the OSHA return to work level shall be tested monthly in their first six months of employment.

ARTICLE 14 - PAY PERIOD

All regular employees covered by this Agreement shall be paid in full each week. Not more than one weeks' pay shall be held on an employee unless mutually agreed to. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.

ARTICLE 15 - CALL IN TIME

Section 1. Employees called to work shall be guaranteed four (4) hours pay at the hourly rate specified in this Agreement.

Section 2. Any employee who reports for work, not having been notified not to report, shall be guaranteed four (4) hours pay.

ARTICLE 16 - WAGES AND HOURS

Section 1. HOURS: The workweek shall start at 12:01 A.M. Monday and end at 12:00 Midnight on Sunday.

The workweek shall be forty (40) hours per week. An employee shall be paid time and one half times (1 ½) their hourly rate for all hours after eight (8) in a day or ten (10) hours in day depending on the employees normally scheduled shift. One and one-half times (1.5) their hourly rate for all hours over 40 worked on a sixth (6th) consecutive day, and two times (2X) their normal hourly rate for all hours worked on the seventh (7th) consecutive day. There shall be no pyramiding of overtime; meaning that the same hours shall not be counted twice toward overtime.

Section 2. WAGES:

<u>Classifications</u>	<u>Effective</u>		
	<u>12/01/14</u>	<u>12/01/15</u>	<u>12/01/16</u>
Group #1 - General Maintenance	\$23.64	\$24.35	\$25.08
Group #2 - Shipping/Receiving	\$23.64	\$24.35	\$25.08
Group #3 - Furnace Operator	\$23.64	\$24.35	\$25.08
Group #4 - Refining Operator	\$23.64	\$24.35	\$25.08
Group #5 - Plant Labor	\$23.07	\$23.76	\$24.47
Group #6 - RMPC	\$23.64	\$24.35	\$25.08

The Company will post on the Company intranet the job descriptions with revision dates.

As of 12/1/00:

Afternoon Shift:	thirty-five cents (\$.35) per hour
Midnight Shift:	fifty cents (\$.50) per hour

Section 3. All *eligible, regular full-time employees who have completed a minimum 1530 hours by October 31 of that year, shall receive a bonus of up to 6% of their earnings for that period. In the event of a long-term illness or long-term personal injury, the minimum hour's requirement will be adjusted to reflect the same.

The Company will use its best effort to pay the bonuses by November 15; if unable, the Company will pay by the first pay period in December of each year.

Employees' bonus payments can be reduced, for each of the following occurrences. Management, at its sole discretion, may waive any percentage reduction.

- 2 percentage points for 6 or more attendance points on his/her record October 31 of current year.
- 3 percentage points for 8 or more attendance points on his/her record October 31 of current year.
- 1 percentage point for each Final Performance Warning/Suspension notice issued to employee between January 1 and October 31 of current year.
- 1 percentage point for refusal to sign safety commitment document.

In no case can the cumulative reductions equal more than 3% points in any one year.

* To be eligible for the bonus described in Section 3, employee must be on the Company payroll prior to the ratification of this contract (February 15, 2013). Any employees hired after the ratification of this contract are eligible to participate in the bonus program January 1 following his/her five year anniversary at a level of up to 3% of earnings. Each January 1 following, employee's eligibility will increase by 1% up to a maximum eligibility of 6%.

Section 4. COST OF LIVING ALLOWANCE: 3% COLA provisions of this Agreement will not be in effect for the duration on this Agreement.

Section 5. CASUAL OR TEMPORARY EMPLOYEES: No casual or temporary employees will be hired while any of the regular employees are laid off.

Section 6. OVERTIME:

- a) An overtime list for each day of the week can be utilized. Employees may sign up for overtime no less than forty-eight (48) hours in advance. Most senior employee on the electronic overtime application is to be called first for the overtime as stated below. If the signup application is exhausted then calls are made from the master seniority list. If an employee turns

Employee must be ready, available, qualified, and willing to work the full 4 hours. If an Employee has a conflict with his/her regularly scheduled shift and the timing of the 4 hours of OT then he/she is not ready and available to work the full 4 hours of OT (example: there is an overlap of the regular shift and the 4 hours of OT) which would require the supervisor to go to the next most senior employee.

OVERTIME KNOWN ABOUT LESS THAN 2 HOURS IN ADVANCE

If the supervisor needs overtime and knows about the overtime need less than 2 hours or more in advance, he will 1) go to the most senior employee on the signup sheet and on shift before the needed OT and then; 2) go to the most senior employee electing to work 4 hours on the signup sheet for the final 4 hours regardless of if they are off for the day as long as the employee is ready, available, qualified, and willing to work (If applicable - meaning there is a need for an additional 4 hours.)

AGREEMENT TO WORK OVERTIME

If an employee agrees to work overtime and then does not show up for the work agreed to or does not call more than two hours (120 minutes) prior to the start of the overtime scheduled, the employee will be charged with an absence and a no call occurrence.

EMPLOYEE(S) ARE NOT TO WORK MORE THAN 16 HOURS IN A CONTINUOUS 24-HOUR PERIOD

Employees are responsible for tracking their hours of work on a daily basis. Employees who violate this contractual agreement will be subject to the following disciplinary steps:

Moderate Infraction

Infraction of the following rule may result in:

First Offense: Verbal Warning will be issued in writing

Second Offense: Written Warning #1

Third Offense: Written Warning #2 and up to three (3) day suspension

Fourth Offense: Written Warning #3

This warning will result in termination of employment

All moderate infraction warnings will be placed in the employee's personnel file, a copy given to the employee, and a copy sent to the Union. Moderate infraction warnings will remain in effect for a period of one (1) year from date of issue.

When movement from an employee's assigned department is required to support another department the senior qualified employee will have first choice to move. If the employee chooses not to move the junior qualified employee must move.

Section 8. SHIFT CHANGE - DAYS OFF: Employees normally shall receive two (2) consecutive days off, except in a work week where a shift change takes place or where an employee initiates a shift change. Days off for employee who fills in for employee granted a day change shall be at the Employer's discretion and the Employer will not be required to pay time and one half or double time to the employee who covers the granted day change.

Section 9. BIDDING: When a regular vacancy occurs within a job classification, the Employer will post the opening for bid for a period of seven (7) days and the successful bidder will be assigned to fill the opening within fifteen (15) calendar days. The successful bidder assigned to fill the opening can, within the first ten (10) calendar days of starting at the position or shift, retreat from the position to his/her original position, and the Employer will accommodate this request within fifteen (15) calendar days. Employees may accept and/or retreat no more than two (2) times in a continuous twelve (12) month period. If two (2) or more employees apply for the position, consideration will be given to their classifications and length of service. If qualifications are substantially equal, preference will be given to the employee having the greater seniority.

After posting a position, the Employer need not post the same position for forty-five (45) days from the date the posting was removed.

If the Company eliminates a job, no less than a thirty (30) day notice will be provided to the employee(s) impacted.

The Employer agrees in principle that successful bidders, with more than five (5) years' seniority, can pick their days off after three (3) months from the date they start a new job, provided it is practical or possible without impairing the efficiency of the work or the operation of the facility and the person they are replacing has a minimum of one (1) year seniority in the same job classification.

Section 10. When a part-time opening at The Recycling Zone becomes available, a notice will be put up in the scheduling room. Interested applicants should contact the Human Resources department. Successful candidate is not permitted to work at multiple Company sites in full- and part-time positions, retreat from position to previously held position, and/or bid for positions at other sites of the Company.

Section 11. ROTATION OF JOBS: Rotate qualified employees a minimum of every four hours in the refining casting and furnace operator/laborer positions excluding kettle operator/laborer, blast, and reverb chargers. Upon request, qualified employees in excluded position(s) will be placed in rotation as production permits.

Employees in bidded positions within RMPC and Shipping/Receiving can, by seniority, select the assignment within his/her bidded department. Within a time period of two (2) calendar months, up to seven days will be utilized for rotation.

ARTICLE 17 - ATTENDANCE POINTS SYSTEM

Section 1. The primary intention of the accumulative attendance points system is to provide written guidelines within which an employee can miss a scheduled work day, for a personal illness or family emergency without the worry of losing employment. The attendance points system is not intended to provide days off to employees who decide, for whatever reason, not to come to work for a day or longer.

- 1 point will be issued for an unexcused absence
- ½ point will be issued for an unexcused tardy
- 2 points will be issued if an employee fails to notify his/her supervisor of an absence

Employees are not to accumulate nine (9) or more points in a continuous twelve (12) month period. Under this rule, points accumulated for each absent occurrence, tardy occurrence, and/or no call occurrence will be eliminated from the employee's record twelve (12) months after it occurs.

Half (½) points given for being tardy will be eliminated from an employee's record after six (6) months anytime the following occurs:

- Employee is late less than two (2) hours into the start of his/her shift and calls the supervisor line prior to the start of shift

Half (½) points will be eliminated from an employee's record after twelve (12) months anytime the following occurs:

- Employee leaves work any time during the last two (2) hours of his/her assigned shift.
- Employee reports to work after the start of his/her assigned shift and does not call the supervisor line (651-405-2280) to report the tardy prior to the start of his/her assigned shift.

**Note – this instance will result in one (1) absent point.*

WARNING AND DISCIPLINARY STEPS

Verbal Warning	Will be issued in writing at 4 unexcused points
Written Warning	Will be issued in writing at 6 unexcused points
Final Written Warning	Will be issued in writing at 8 unexcused points
Termination	Will be issued in writing at 9 unexcused points

Employees are required to call in prior to the start of his/her assigned shift to report an absence. In the event that an employee is going to be absent, the employee is to call the supervisor line (651-405-2280) at least sixty (60) minutes prior to the start of his/her assigned shift. Maintenance employees must call the Maintenance

An absent point will count with the following *exceptions*:

- Approved day(s) off with pay.
- Obligations to the armed forces. Written documentation must be presented in advance of time off whenever possible.
- Leave under FMLA or other protected leave, must be applied for thirty (30) days in advance if the leave is foreseeable. Medical certification must be completed and returned with fifteen (15) days of the employee's receipt of the FMLA forms, unless the employee has a reasonable excuse for the delay.
- Leave under MN Parental Leave, which is requested no less than one (1) week in advance.

An absent point will occur for each scheduled day an employee is not present, including any overtime the employee agreed to work. One time per year, an employee may seek to have consecutive days absent that do not fall under FMLA or other protected leave count as one (1) occurrence (for up to 10 days) only if all the days missed were due to an illness, a family emergency, or approved in advance by a member of management – medical documentation must be provided as requested by the HR department. Absent occurrences straddling an employee's normal off days will be counted individually except for the reasons listed in the previous sentence.

½ point will be charged to an employee anytime the following occurs:

- Employee reports to work two (2) hours/one hundred and twenty (120) minutes or less into the scheduled start of his/her assigned shift and calls the supervisor line (651-405-2280) to report the tardy.
- Employee leaves work any time during the last two (2) hours of his/her assigned shift.

A tardy ½ point will count with the following *exceptions*:

- Partial days due to jury duty. Proper documentation must be presented prior to the day(s) of jury duty.
- Partial days due to worker's compensation injury authorized by an HR or EHS representative.
- Partial days where an employee is expressly excused by a member of management.
- Partial days due to leave under FMLA and/or MN Parental Leave that is authorized in advance.

Vacation requests submitted February 1 to December 31 will be approved on a first come first serve basis.

Employee must utilize/take the approved paid time off requests (unless mutually agreed to by employee and company otherwise).

Vacation requests submitted by January 15 for vacation dates February 1 to December 31 will be subject to 1) a full week of vacation will take precedence over all other requests. During holiday weeks, a request for 4 vacation days constitutes a full week for those with a 5 day work week regular schedule and 3 vacation days for those with a 4 day work week regular schedule.

Company will permit no less than one (1) employee per department, per shift paid time off should the request adhere to the company time off procedures. Section 3 will go into effect February 15, 2013.

Section 4. Vacation requests must be submitted no less than 48 hours prior to the desired time off unless supervisor agrees to less notice per business needs. Request forms are to be submitted to the Human Resources department for approval unless the request for time off is submitted on a Friday, Saturday, and/or contractual holiday in which case the employee is to submit the request directly to his/her supervisor. In all cases vacation requests must include employees first and last name, desired dates of time off, and the date and time the form was completed. Employees will be granted time off on a first come first serve basis, seniority second (all other information being equal), as staffing and operations permits, and in coordination with section 3.

Section 5. A weeks' vacation with pay shall be based on a regular straight time rate of pay for forty (40) hours. There shall be no reduction in the employee's regular take home pay during approved vacations.

Section 6. Employees must take vacation to receive vacation pay. Effective calendar year 2014, employees may carry over a maximum of eighty (80) hours of vacation time from calendar year to calendar year.

Section 7. Should a holiday occur during an employee's vacation period the employees shall receive an extra days' pay or an extra days' vacation with pay.

Section 8. After each calendar year is completed, the employee must have worked 86.54% of their scheduled hours during the completed calendar year or must have worked 1800 or more scheduled hours during the completed calendar year in order to receive full vacation eligibility for the calendar year completed. Employees who were sick on a reported long-term illness or reported long-term personal injury and do not meet the stated requirements above will be given a prorated vacation based upon the time worked during the calendar year.

Section 9. Vacations must be taken before layoffs will be effective unless the employee has only two weeks or less of vacation left for the year.

ARTICLE 19 - HOLIDAYS

Section 1. All employees who have completed their probationary period and who worked the regularly scheduled work day immediately preceding and the regularly scheduled work day immediately following the below listed holidays shall receive eight (8)/ten (10) hours' pay at the regular straight time hourly rate for said holiday providing they do not work on the holiday.

Employees who are scheduled for a holiday and are absent on the holiday shall forfeit holiday pay. Attendance of the regularly scheduled work day/shift before and after the holiday must be in adherence with the 120 minute/1 point attendance language/policy to qualify the employee for holiday pay. Meaning if an employee incurs 1 point per the absences section of the attendance points system, he/she will forfeit holiday pay unless the employee works on the holiday. If the employee works on the holiday and does not adhere to the 120 min/attendance policy, he/she will only receive holiday pay for the actual hours worked on the holiday.

Section 2. The holidays recognized by this Article shall be: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day, or days celebrated as such, along with a Floating Holiday (available January 1 annually following his/her first partial year of employment) and Employee's Birthday, which must be scheduled either 15 days before or after employee's birthday. Upon completion of the introductory period, employee(s) will receive a Floating Holiday.

Overnight Shift Only - employees with a regularly scheduled shift of 11p to 7a/ 10p to 6a (ONLY) will recognize the Thanksgiving Holiday starting Thursday night into Friday. Employees that are scheduled to work the Thanksgiving holiday will be paid according to the contract. Employees that are not regularly scheduled 11p to 7a/ 10p to 6a that volunteer to work for the Thanksgiving holiday (11p to 7a/10p to 6a, Thursday into Friday) will be eligible for overtime payment per the contract (not holiday pay). No employee is able to pyramid and/or receive holiday pay for more than the 8/10 hours he/she is eligible for per the contract.

If the overnight shift start and end times change, the Company and Union will revisit the above language in regard to the Thanksgiving holiday.

Section 3. Employees who work on any of the above mentioned holidays shall receive time and one half (1 ½) of their regular straight time hourly rate of pay for each hour worked in addition to the eight (8)/ten (10) hours straight time pay for the holiday, with the exception of their Floating Holiday and Birthday and in accordance with Article 19, Section 1.

Employees who work any of the contractual Holidays (not including floating or birthday holiday) will have the ability to exchange their holiday pay (8 or 10 hour regularly scheduled shift) for a vacation day at a future time. The vacation day(s) earned in exchange for holiday pay must be utilized in accordance with all applicable

Employees may only continue with higher level café dollars if they qualify (married/children).

Effective January 1, 2015, there will be no increase in café dollars for the single-level coverage group that is currently at \$7,850.00. Effective January 1, 2016, the Company will increase the café dollars for single-level coverage by \$300.00. Effective January 1, 2017, the Company will increase the café dollars for single-level coverage by \$300.00.

Section 2. The Employer is under no obligation to provide employees health benefits if the employee applies for these benefits outside of the probation period allowed for open enrollment, and the insurance company, due to a health history report, denies the employees application.

Section 3. When an employee is injured on the job and requires medical or hospital care, employee will be taken by someone to receive this care and employee will receive pay for the balance of the shift.

Section 4. The 401(k) plan matching will be up to 4% of the employee's salary. The Employer agrees to deposit both Company Funds and employee contributions on a monthly basis as long as the employee is contributing a total of \$25.00 per month. The Employee contributions will be processed pre-tax through payroll.

Section 5. All employees with more than five (5) five full years of seniority on December 1, 1994 will be credited with two (2) days of severance on December 1, 1994.

An employee shall be credited with their initial two (2) days of severance pay on the December 1st following their fifth anniversary and an additional one (1) day on each subsequent December 1st until they have accumulated six (6) days of severance pay.

Accumulated severance will be paid upon retirement or termination with two (2) weeks' notice, unless the employee has greater than ten (10) years seniority, then accumulated severance pay will be paid at end of employment for any reason.

Severance pay shall be paid at the rate of eight (8) hours per severance day.

ARTICLE 21 - EMPLOYEE SAFETY AND HEALTH

Section 1. Attendance at safety and training meetings is required. All time will be compensated. The Company will provide a complete calendar with the dates and times of upcoming safety meetings prior to January 1 of each calendar year for the entire year. Calendar is subject to change per business demands; any changes will be noted on the posted calendar as soon as possible. Employer will offer more meetings on lap days in an effort to allow employees to attend safety and training meetings during their regularly scheduled shifts. Section 1 of Article 21 will go into effect March 1, 2013.

ARTICLE 25 - TERMINATION CLAUSE

Obligations of Local Union and Officers: The Union, its officers, agents, members, and employees covered by this Agreement agree that they will immediately take and continue to take all reasonable steps to restore the facility to full operations.

This Agreement shall be in full force and effect from December 1, 2014 and including November 30, 2017, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

During the term of this Agreement or any renewal or extension, there shall be no strike, slowdowns, or lockouts over any matter, which is subject to the grievance procedure. Any employee who participates in such strike or slowdown shall be subject to disciplinary action, including discharge.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 21st day of JANUARY, 2015.

GOPHER RESOURCE

By: Catherine Aboob

Title: HR Generalist

By: Nick DerD

Title: Vice President - HR

TEAMSTERS LOCAL UNION NO. 120

By: [Signature]

Title: President

By: Chris Pilly

Title: Business Agent

COMMITTEE

By: **(b) (6), (b) (7)(C)**

By:

By:

(b) (6), (b) (7)(C)

MAINTENANCE APPRENTICESHIP PROGRAM

MAINTENANCE PROGRAM

When entry-level positions become available within the department, the Company will give first consideration to internal candidates. To protect the maintenance employee and others, minimum requirements must be met before a candidate can be admitted to the program.

REQUIREMENTS FOR ADMISSION

- 1) High school diploma/GED is required to be admitted
- 2) Mechanical and mathematical aptitude by passing written test with a 70% passing score
- 3) Agreement to continue maintenance education in necessary program areas
- 4) Six (6) months continuous experience in Gopher Resource Company production (or equivalent outside experience)
- 5) Attendance must be at no more than six (6) occurrences at time of admittance to program
- 6) Interview with Maintenance Management based on the criteria listed under "acceptance into the program"
- 7) Candidates who do not pass the mechanical and mathematical aptitude tests will not be allowed to retake the tests until they have demonstrated the initiative to obtain outside experience (i.e.: maintenance classes)

Note: Mobile Equipment Mechanic, in addition to the above, must also have completed training in basic fluid power and basic D.C. electrical class before he/she can apply.

ACCEPTANCE INTO THE PROGRAM

Maintenance management selects candidates based upon the admission requirements and interview items listed below. Maintenance management will check-in with employees, lead people, and supervisors that have worked with the candidate(s) to get a clear picture of the candidate.

- Ability to work independently as well as with a team, without continued supervision
- Demonstrates eagerness and willingness for new instruction and continued education
- Listens to constructive feedback from upper levels including senior craftsman
- Work experience and past performance
- Communication skills – ability to comprehend as well as convey maintenance information in a professional manner
- Disciplinary warning slips in effect at time of interview will be taken into consideration

(b) (6), (b) (7)(C)

Joint Committee

Panel Hearing
at Gopher Resource

(b) (6), (b) (7)(C)

-17

8AM

(b) (6), (b) (7)(C)

explains Rules & Procedure

(b) (6), (b) (7)(C)

- Handout Given to all

inured reported - felt remorse
card Rules up to & including not mandatory
term

(b) (6), (b) (7)(C)

hire

(b) (6), (b) (7)(C)

-15

inc

warning

-16

inc

warning

- I objected to old inc - warnings - videos

clearly the practice is to drive quick
as seen in 2nd video and drive

admits no damage or injury

only a prop answer?

I introduced

(b) (6), (b) (7)(C)

Statements

have

(b) (6), (b) (7)(C)

&

(b) (6), (b) (7)(C)

time

to speak their case as well

(b) (6), (b) (7)(C)

- on vide theres patchy metal on floor loaded fork isnt the same as flat ground weight a bump/rock could explain why (b) (6), (b) (7)(C) couldnt stop fast enough to avoid incident

QJ - Drove other direction every time (b) (6), (b) (7)(C) backed out to avoid steel plates except this time

- On Rosts

Co rebuttal

(b) (6), (b) (7)(C)

statem P.3 3 para plates new they were there



Co rebuttal supports our claim on the plates having impact

(b) (6), (b) (7)(C)

within CBA

no warning required
major violation of Co rules

(b) (6), (b) (7)(C)

Congestion normal area for
ees to stand



No industrial safeguards in place
near rail cars etc

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

lose control form

Union Rebut (*) itemes prev
pages

Comittee questions

(b) (6), (b) (7)(C)

Video 1 again

(b) (6), (b) (7)(C)

Co ref to Card rules 2014? approx
1 para

(b) (6), (b) (7)(C)

ref to 2 other inc dates

(b) (6), (b) (7)(C)

2015

(b) (6), (b) (7)(C)

2016

Co feels theyre card infraction?

(b) (6), (b) (7)(C)

- dont remember
cant remember if submitted
to safety review board

didnt submit

(b) (6), (b) (7)(C)

Did either 2 become Card infraction

(b) (6), (b) (7)(C)

- IDK
1st early in employment
didnt consider

(b) (6), (b) (7)(C)

- Didn't rule it a Card Rule
violation

(b) (6), (b) (7)(C)

Ever suspended for Card Rule?

If we determine Card Rule violation
we term

If almost or could've been
we may not

Anyone Viol Card Rule w/o Term
maybe one

(b) (6), (b) (7)(C)

- What happened

(b) (6), (b) (7)(C)

when I was questioned
about this I was not happy
w/ (b) (6), (b) (7)(C) under duress

(b) (6), (b) (7)(C)

- in situation what did I do wrong

(b) (6), (b) (7)(C)

- Lift kept moving b/c of platform
not reckless

(b) (6), (b) (7)(C)

Dock Plates New?

(b) (6), (b) (7)(C)

- yes more warped w/ Time too
Co

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

warped & got worse
been there for months

- Discussion of Plates
why they're there

(b) (6), (b) (7)(C) forks have nose suspension
(b) (6), (b) (7)(C) yes you feel it

Discussion of Convo w/ (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) Training adequate?
(b) (6), (b) (7)(C) yes -

- (b) (6), (b) (7)(C) norm train multiplier
(b) (6), (b) (7)(C) - Audit or inc that warrants

(b) (6), (b) (7)(C) - Training disc turns weights etc
(b) (6), (b) (7)(C) explains that it does

(b) (6), (b) (7)(C) feel adequately trained?
(b) (6), (b) (7)(C) yes

(b) (6), (b) (7)(C) Know it's under surveillance
(b) (6), (b) (7)(C) yes

(b) (6), (b) (7)(C) - no paint on edges Safe
(b) (6), (b) (7)(C) yes working to repair also
yellow paint would be an improvement

(b) (6), (b) (7)(C) - opp to present (b) (6), (b) (7)(C) yes
(b) (6), (b) (7)(C) represented (b) (6), (b) (7)(C) yes
claim - marked

Patrick



Teamster Local 120



and Gopher Resource

Joint Committee Panel Hearing

Panel Member:

(b) (6), (b) (7)(C)

Panel Member:

(b) (6), (b) (7)(C)

Date:

(b) (6), (b) (7)(C)

2016

Decision:

Claim of the Union Denied / *Admitted*

Case #

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

**TEAMSTERS LOCAL UNION NO. 120
GRIEVANCE FORM**

Number: (b) (6), (b) (7)(C)

GRIEVANT INFORMATION

First Name: (b) (6), (b) (7)(C)

Last Name: (b) (6), (b) (7)(C)

Phone: (b) (6), (b) (7)(C)

Address: (b) (6), (b) (7)(C)

City: (b) (6), (b) (7)(C)

State: (b) (6), (b) (7)(C)

Zip: (b) (6), (b) (7)(C)

COMPANY INFORMATION

Company Name Gopher Resource, LLC

Contact: (b) (6), (b) (7)(C)

Address: 2900 Lone Oak Pkwy #140

City: Eagan

State: MN Zip 55121

Fax: (b) (6), (b) (7)(C)

Steward Name: (b) (6), (b) (7)(C)

Date Filed: (b) (6), (b) (7)(C) 2016

COMPLAINT DETAIL

The Company violated the Contract when they issued me a Final Written Warning with a 3 day suspension dated (b) (6), (b) (7)(C) 2016. Violation of Article 7 of the CBA and any/all other applicable articles and/or pertinent information. Requesting the Final Written Warning be removed from my file immediately and to be paid all lost wages and all other contractual benefits. More evidence to be provided at time of hearing.

(b) (6), (b) (7)(C)

Member's Signature (b) (6), (b) (7)(C)

Signature on file (when checked)

DISPOSITION MADE

Complaint Taken By: office (b) (6), (b) (7)(C)

Date: (b) (6), (b) (7)(C) /2016

Agent Name

(b) (6), (b) (7)(C)

Date: (b) (6), (b) (7)(C) /2016



Gopher Resource Eagan

Employee Report

Form # (b) (6), (b) (7)(C)

Type: General Rules

Employee Name (b) (6), (b) (7)(C)

Date Issued (b) (6), (b) (7)(C) /2016

Warning Step: Final Written Warning

General Rule # Job performance and expectations. All employees are expected to conform to all Standard Operating Procedures while performing their respective job assignments. This includes but is not limited to: following set operational procedures, housekeeping, being at their job station, quality control, communications, safety procedures, and using good common sense. The Company will evaluate poor work performance on an individual basis, taking into account the severity of the incident and the individual's history. Discipline will be administered based on the evaluation and could be as severe as suspension or termination of employment.

Moderate Infraction: Not obeying all Mobile Equipment Rules.

Comments On (b) (6), (b) (7)(C) /16 at 12:20AM (b) (6), (b) (7)(C) had an incident when (b) (6) was driving a forklift with a pallet of batteries and struck another forklift that was occupied and sitting idle in front of the East pallet dumper.

(b) (6), (b) (7)(C) spoke with (b) (6), (b) (7)(C) about not being focused on what was directly in front of (b) (6), (b) (7)(C) or the task at hand while operating the equipment, and explained that (b) (6), (b) (7)(C) carelessness could have caused serious injury to (b) (6), (b) (7)(C) the other operator, or other bystanders.

(b) (6), (b) (7)(C) has failed to meet job performance expectations by not maintaining control of mobile equipment under (b) (6), (b) (7)(C) operation which could have caused damage to company property and/or injury to another coworker (b) (6), (b) (7)(C) recently received a verbal warning for job

performance for damaging a forklift on (b) (6), (b) (7)(C)/15, and a written warning for damaging a trailer door on (b) (6), (b) (7)(C)/16, and has been coached several times on the expectation to check (b) (6), (b) (7)(C) surroundings and take (b) (6), (b) (7)(C) time when operating mobile equipment.

Per the company's progressive disciplinary policy, this will serve as a Final Written Warning for job performance, to be served with a three day suspension on (b) (6), (b) (7)(C)/16, (b) (6), (b) (7)(C)/16 and (b) (6), (b) (7)(C)/16. The next job performance violation within 12 months may result in progressive disciplinary action, up to and including termination.

Suspension ☒ Yes ☐ No

How many 3
days

Signature of Employee:

Date: (b) (6), (b) (7)(C) 16

Print Name: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Signature of Manager issuing warning:

Print Name: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Witness signature: X

(b) (6), (b) (7)(C)

16

Comments: Video footage of the incident can be seen at 12:20 on the RMPC-apron feeder and RMPC-Dock camera views.

EMPLOYEE REFUSED TO SIGN. (b) (6), (b) (7)(C)

Assign To

This form must be returned to the Human Resource Department after it has been presented and explained to the employee. Ask the employee to sign the form but it is not necessary to have it signed. If the employee refuses to sign note the time and date at the bottom of the form. The employee receives the second copy of the warning.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 18
Federal Office Building
212 Third Avenue South, Suite 200
Minneapolis, MN 55401-2657

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Telephone: (612)348-1757
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August 18, 2017

KATRINA E. JOSEPH, GENERAL COUNSEL
TEAMSTERS LOCAL 120
9422 ULYSSES STREET NE
BLAINE, MN 55434-3573

Re: IBT 120 (GOPHER RESOURCE)
Case 18-CB-201563

Dear Ms. Joseph:

This is to advise you that I have approved the withdrawal of the charge in the above matter.

Very truly yours,

/s/ Jennifer A. Hadsall

JENNIFER A. HADSALL
Regional Director

cc:

(b) (6), (b) (7)(C)

INTERNATIONAL BROTHERHOOD
OF TEAMSTERS LOCAL 120
9422 ULYSSES STREET NE, #120
BLAINE, MN 55434-3573

ALISON HOFFMAN, HR GENERALIST
GOPHER RESOURCE
685 YANKEE DOODLE RD
EAGAN, MN 55121

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